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1.	Roysdon Fact Witness Deposition Transcript; Roysdon Expert Witness Deposition Transcript
2.	US0000665
3.	US0000059
4.	US0000045
5.	US0000043
6.	US0000176
7.	Brown Depo
8.	US0000567
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11.	Bremer Dep.
12.	US0000703 - 704
13.	Rowe Dep.
14.	Burghard 30(b)(6) Deposition Transcript; Burghard Fact Deposition Transcript
15.	McDonald Dep
16.	Email from Joseph A. Gonzalez to Jason R. Wareham (Jul. 16, 2025, 3:14 PM MT)
17.	Email from Joseph Gonzalez to Jason R. Wareham (May 22, 2025, 1:13 PM MT)
18.	Email from Katrina Seeman to Jason R. Wareham (June 5, 2025, 4:57 PM MT)
19.	Email from Katrina Seeman to Jason R. Wareham (June 12, 2025, 11:13 AM MT)
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21.	Email Wareham to Skinner (Nov. 28, 2022, 4:34 PM)
22.	Email Skinner to Wareham (Apr. 4, 2023, 12:48 PM)
23.	Roysdon Declaration.
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

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DR. JOHN ROE,

Plaintiff,

CASE NUMBER:

v.

5:22-CV-00869-JKP-HJB

UNITED STATES, et al.

Defendants.

- - - - - +

DEPOSITION OF DR. PAUL ROYSDON

Washington, D.C.

Thursday, May 8, 2025

10:05 a.m.

Job No. CS 7351249

Pages: 1 - 172

Transcribed by: Danielle E. Lawrence

Job No. CS1

1 On the 8th day of May, 2025, the deposition of
2 Dr. Paul Roysdon was held at the Department of Justice,
3 175 N Street Northeast, 7th floor, Washington, DC 20002.

4 This proceeding was stenographically transcribed
5 by Danielle Lawrence, Shorthand Reporter and Notary
6 Public in and for the State of Maryland.

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ALSO PRESENT: Robert Green (via Zoom)

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P R O C E E D I N G S

DR. PAUL ROYSDON

Having duly been sworn, testifies as follows:

MR. GONZALEZ: Good morning. My name is Joseph Gonzalez. I'm joined with my colleague, Katie Seeman. We represent the United States, Defendant.

MR. WAREHAM: I'm Jason Wareham. I represent the Plaintiff and the Plaintiff's here with me in person.

MS. SEEMAN: And we're also joined by Robert Green, also counsel for Defendant, virtually.

DIRECT EXAMINATION BY COUNSEL FOR DEFENDANT
BY MR. GONZALEZ:

Q. Good morning, Dr. Roysdon. Thank you for being here. Could you please state your full name for the record?

A. Paul Franklin Roysdon.

Q. Dr. Roysdon, have you ever been deposed before?

A. No.

Q. So, it's like a discovery device to obtain information for a lawsuit. You've been put under oath and I ask you questions, you answer them to the best of your ability. So, you have a responsibility to tell the truth, do you understand that?

A. Yes.

1 Q. If you can't answer the question or you don't
2 know the answer, just let me know. Similarly, we don't
3 understand, just let me know and we'll take it from
4 there, does that make sense?

5 A. Yes.

6 Q. Okay. So, I need verbal responses. Like, head
7 shaking or nodding or kind of like uh-hum type of
8 responses, the court reporter can't really make an
9 accurate record. So, to the best of your ability, can
10 you avoid those?

11 A. Yes.

12 Q. Okay. Your counsel may object during my
13 questions. He has every right to do that but unless he
14 tells you not to answer, you still need to answer the
15 question. Do you understand all these instructions?

16 A. Yes.

17 Q. Any reason why you can't tell the truth here
18 today?

19 A. No.

20 Q. I'm going to ask you just to speak up a little
21 because we have people listening in.

22 A. Okay.

23 Q. You've got a deep voice, I'm jealous, so let's
24 show it off. Let's start with this, and mark this as
25 Exhibit 1. This is your notice of deposition. Have you

1 seen this document before?

2 A. No.

3 (Exhibit 1 marked for identification and
4 attached to the transcript.)

5 Q. I want you to go to the last page, attachment A.
6 Did you bring any of the materials that I requested in
7 this subpoena here today?

8 A. No.

9 Q. So, you didn't bring all the data you considered
10 in forming your expert opinion?

11 A. No.

12 Q. Okay. I want you to go to the number 4 there,
13 this requests a current CV, do you see that part?

14 A. Yes.

15 Q. When's the last time you drafted a CV, a resume
16 or something along those lines?

17 A. December 2024.

18 Q. December 2024, okay. Is it your understanding
19 that you didn't have to bring one of those today?

20 A. Yes.

21 MR. WAREHAM: For the record, I believe all of
22 this had been produced to you previously. So, bringing
23 a duplicative set of discovery that's with us today, I
24 didn't think was in play. It was produced.

25 MR. GONZALEZ: I'll check with my colleague. To

1 my understanding, there is no December 2024 resume or CV
2 or anything like that that's been produced.

3 MR. WAREHAM: I'll double-check as well and make
4 sure to update it but, my understanding is, everything
5 is current and produced to you.

6 MR. GONZALEZ: They're listening in, they can
7 double-check that. It's pretty important for an expert
8 witness --

9 MR. WAREHAM: Of course it is. I don't fight
10 that at all. I thought it was produced. I believe it
11 was produced last trotch but if you don't have it, I'll
12 get that done, get it fixed.

13 MR. GONZALEZ: Okay.

14 BY MR. GONZALEZ:

15 Q. All right, let's take a look at this document.
16 I'll mark this as Exhibit Number 2. This is Plaintiff's
17 Disclosure of Expert Witness. Let me know when you're
18 done reviewing.

19 A. Okay.

20 (Exhibit 2 marked for identification and
21 attached to the transcript.)

22 Q. Let's go to page 2. Says, Plaintiff,
23 Dr. Joe Roe, that's you, correct?

24 A. Yes.

25 Q. So, this is expert designation for you, is that

1 correct?

2 A. Yes.

3 Q. Okay. Have you reviewed this document?

4 A. I'm familiar with this document.

5 Q. Under 1I, the last sentence for the first

6 paragraph there says, Dr. Roe's CV is provided as

7 Exhibit 1 to this disclosure. Was it your understanding

8 that I had been provided your CV?

9 A. Yes.

10 Q. Is this disclosure the complete subject matter

11 for which you've been designated as an expert?

12 A. I don't understand the question.

13 Q. Sure. You understand you've been designated as

14 an expert in this case?

15 A. Yes.

16 Q. Do you have any expert opinions outside of what

17 you've been designated as an expert in, in this

18 disclosure?

19 A. No.

20 Q. I'm marking this as Exhibit 3. Do you recognize

21 this document?

22 A. Yes.

23 (Exhibit 3 marked for identification and

24 attached to the transcript.)

25 Q. What is that?

1 A. It's a market analysis.

2 Q. Is this your expert report?

3 A. Yes.

4 Q. Did you draft this document?

5 A. Yes.

6 Q. Did you research this document?

7 A. Yes.

8 Q. Did you have any help from anybody in putting
9 this document together?

10 A. No.

11 Q. Have you ever served as an expert witness in a
12 lawsuit before?

13 A. No.

14 Q. Have you ever served as a vocational expert in a
15 lawsuit before?

16 A. Define vocational.

17 Q. An expert that provides an opinion with respect
18 to earning capacity.

19 A. In what context?

20 Q. What context?

21 A. In what context?

22 Q. In what context, okay. In a lawsuit.

23 A. No.

24 Q. Okay. So, you have never before served as a
25 vocational expert in a lawsuit, is that correct?

1 A. Correct.

2 Q. Have you ever served as an economic expert in
3 any capacity?

4 A. Can you refine the question?

5 Q. Sure. Have you ever served as an economic
6 expert in a lawsuit before?

7 A. No.

8 Q. Have you ever provided an expert opinion on a
9 market or an economy in a lawsuit before?

10 A. No.

11 Q. Okay. Have you ever before served as an expert
12 in an economic matter or a market analysis or an
13 industry analysis?

14 A. In what context?

15 Q. Any context.

16 A. Yes.

17 Q. Tell me about that.

18 A. I provided expert advice within the context of
19 business.

20 Q. What expert advice and what do you mean by
21 "business"?

22 MR. WAREHAM: Object as to form.

23 THE WITNESS: A mathematical analysis based on
24 publicly available information for the assessment of
25 potential market capture of the company.

1 BY MR. GONZALEZ:

2 Q. Okay. Let's break that down. Mathematical
3 analysis of potential market capture of a company, okay.
4 What does the term "market capture" mean?

5 A. Available for -- the availability of business or
6 revenue within a certain market segment.

7 Q. What market segment?

8 A. There have been a few.

9 Q. Could you go through each one?

10 A. I'll give you one example, a potential market
11 capture within cybersecurity.

12 Q. Potential market capture within cybersecurity.
13 When did you provide this analysis?

14 A. Within the last five years.

15 Q. I need you to be more specific, what year?

16 A. I don't recall.

17 Q. How many times in the last five years?

18 A. I've done market analysis on several occasions
19 in the last five years.

20 Q. So, several, more than two?

21 A. Yes.

22 Q. More than five?

23 A. No.

24 Q. Between two and five, okay. And were those
25 market analyses all for CyberAI?

1 A. I said cyber.

2 Q. Cyber, okay. Were those market analyses all for
3 cyber?

4 A. No.

5 Q. What markets were they for?

6 A. In those instances, both cyber and AI.

7 Q. Okay. What's the difference between cyber and
8 AI?

9 A. I don't understand the question.

10 Q. So, you made a distinction. You said, cyber and
11 then you said AI as two different industries or markets
12 for which you have performed analyses, is that correct?

13 A. That's correct.

14 Q. What's the difference between cyber and AI?

15 A. They're distinct markets.

16 Q. Okay. Tell me about the cyber market, what does
17 that consist of?

18 A. The cyber market consists of both offensive and
19 defensive techniques in cyber security.

20 Q. Okay. What is the AI market?

21 A. The AI market has many potential opportunities
22 across a vast number of disciplines too numerous to
23 mention.

24 Q. In your expert report, you use the term
25 "CyberAI", what is that?

1 A. CyberAI is the confluence of both cybersecurity
2 and AI.

3 Q. So, how do you define the CyberAI market?

4 A. The CyberAI market can be defined as
5 cybersecurity tools that use algorithms that are
6 fundamental with AI and machinery.

7 Q. You previously testified you had performed two
8 and five market analysis of cyber and AI, correct?

9 A. Correct.

10 Q. Have you ever performed a market analysis of
11 CyberAI?

12 A. Yes.

13 Q. When?

14 A. This one.

15 Q. Before this one?

16 A. No.

17 Q. This is your first time performing a market
18 analysis of CyberAI, is that correct?

19 A. Within this specific domain, yes.

20 Q. What does that mean, "this specific domain"?

21 A. Specific to U.S. government contracts.

22 Q. So, you have never performed a market analysis
23 of CyberAI in the context of government contracts,
24 correct?

25 A. Correct.

1 Q. Other than this case, have you ever written an
2 expert report before?

3 A. Define expert report.

4 Q. Do you know what an expert report is? I can
5 define it but I want to ask you first, do you know what
6 an expert report is?

7 A. I'm asking for a definition.

8 Q. If you don't know, that's fine.

9 A. I'm uncertain.

10 Q. Okay. An expert report is a summary of your
11 opinions and the basis for your opinions in the context
12 of a lawsuit.

13 A. In a context of a lawsuit, no.

14 Q. Okay. But you have provided expert reports
15 outside of the lawsuit context, is that correct?

16 A. Yes.

17 Q. Tell me about some of those.

18 A. I would define, based on your definition of an
19 expert report, to include engineering or mathematical
20 analysis and observations, not necessarily opinions but
21 things based on facts.

22 Q. We'll come back to this. I want to get a little
23 background first. I don't have your CV here so I
24 understand this question may be a little bit lengthy but
25 could you tell me what degrees you have and go a little

1 slow because I'm going to be writing this down.

2 MS. SEEMAN: Can we actually go off the record
3 for a second, if you don't mind?

4 MR. GONZALEZ: Sure.

5 (Off the record discussion was held.)

6 BY MR. GONZALEZ:

7 Q. I have here what I'm going to mark as
8 Exhibit 3A, your CV.

9 A. Okay.

10 (Exhibit 3A marked for identification and
11 attached to the transcript.)

12 Q. Let's start with the degrees. Ph.D. in
13 electrical engineering, okay. That's why I'm calling
14 you doctor?

15 A. Correct.

16 Q. A lot of degrees here but is that the only
17 Ph.D.?

18 A. It was a dual-focused Ph.D.

19 Q. What else was it focused on?

20 A. Applied math and probability theory.

21 Q. What classes did you have to take to obtain that
22 Ph.D.? Give me just a rough overview of the education
23 involved with it.

24 A. There are a variety of advanced mathematics
25 classes, statistics or probability theory courses,

1 numerical analysis, modeling, modeling simulation. It's
2 a long list.

3 Q. Okay. Do you have a degree in economics?

4 A. No.

5 Q. Do you have a MBA?

6 A. No.

7 Q. So, we'll come back to your CV but -- rather,
8 your education. Let's talk about Roysdon, LLC,
9 all right. You started this company?

10 A. Yes.

11 Q. And it is currently still in existence?

12 A. It is.

13 Q. Okay. Have you started any other companies?

14 A. Yes.

15 Q. That would be Arrow Analysis?

16 A. Yes.

17 Q. Any other companies?

18 A. Yes.

19 Q. Which ones?

20 A. In January, I founded a company called
21 Mojave Research.

22 Q. Can you speak up? I'm having trouble --

23 A. In January 2025, I founded a company called
24 Mojave Research.

25 Q. Mojave Research. And what services or products

1 does Mojave provide?

2 A. Primarily cyber and AI services that I'm no
3 longer affiliated with that company.

4 Q. So, Roysdon LLC is the only company that is
5 currently still active?

6 A. Yes, it's active in the sense that the LLC still
7 exists and I pay taxes.

8 Q. Okay.

9 A. There is zero revenue.

10 Q. When's the last time you received income from
11 Roysdon LLC?

12 A. LLC, as the entity, official entity within
13 Texas, I have not received any revenue.

14 Q. Okay. When is the last time you've done work
15 under the entity Roysdon LLC?

16 A. Effectively, sometime last year.

17 Q. What was that work?

18 A. At the time, it was just doing research and
19 preparation for potential contracts but no paid work.

20 Q. Okay. What products or services does
21 Roysdon LLC provide?

22 A. A variety of mathematical analysis and
23 engineering services.

24 Q. Which companies has Roysdon LLC worked with?

25 A. Zero, so far.

1 Q. Why is that, in your opinion?

2 A. Understand the banner of Roysdon LLC, as an
3 official entity within Texas, as an LLC within Texas, it
4 was not founded until -- as an LLC, it was not founded
5 until sometime in the '23 maybe. But I did contract or
6 consulting as a -- for Roysdon consultant on a 1099 for
7 several years before that.

8 Q. Okay. So, you did consulting in, I guess, a
9 predecessor of Roysdon LLC?

10 A. Correct.

11 Q. Should we just call that your consulting work?

12 A. Yes, call it a consultancy.

13 Q. Okay. Consultancy, okay. So, what contracts,
14 if any, did you enter into with your consultancy?

15 A. The most recent would be with a company called
16 GITI, Global Info Tech, that was the most recent one.

17 Q. Okay.

18 A. That was in -- that contract ended in roughly
19 August of 2020 as a consultancy. It was a 1099.

20 Q. Okay. Before your work with GITI, did your
21 consultancy have any other engagements?

22 A. Not that I can recall.

23 Q. So, am I correct that the only engagement your
24 consultancy had was with GITI?

25 A. I'm sorry, no. I also did consultancy work for

1 a company called StarNav.

2 Q. When did you perform that consultancy?

3 A. Not recently, the work was done -- I did some
4 consulting work for StarNav in early 2024, to the best
5 of my recollection.

6 Q. So, that work wasn't through Roysdon LLC,
7 correct?

8 A. No, it was still a consultancy on a 1099.

9 Q. Why didn't you do that work through Roysdon LLC?

10 A. Because the way that StarNav wanted to contract
11 me was as a consultant.

12 Q. What services did you provide for StarNav?

13 A. Engineering statistical modeling, and
14 engineering numerical analysis.

15 Q. Is that the only work you've performed for
16 StarNav in 2024?

17 A. In 2024, yes.

18 Q. Did you perform work for StarNav prior to 2024?

19 A. Yes.

20 Q. What was the time period for which you provided
21 that work?

22 A. Maybe 2022 and 2023, there were a couple of
23 instances.

24 Q. So from 2022 onward, you have periodically
25 performed consultancy work for StarNav?

1 A. Correct, same work.

2 Q. The consultancy work for GITI, was that in the
3 field of CyberAI?

4 A. Yes, it was.

5 Q. Other than that consulting work you performed
6 for GITI, have you ever before performed consultancy
7 work in the field of CyberAI?

8 A. CyberAI didn't exist before that.

9 Q. So, the answer is no?

10 A. No.

11 Q. What about after your consultancy work with
12 GITI?

13 A. No.

14 Q. So, the only consultancy work you've ever
15 provided with GITI -- I'm sorry, let me strike that.
16 The only consultancy work that you have ever provided in
17 the field of CyberAI with was GITI, is that correct?

18 A. Correct.

19 Q. Has anyone ever hired you to perform a market
20 analysis of the field of CyberAI?

21 A. As a consultant?

22 Q. Yes.

23 A. No.

24 Q. Who's your current employer?

25 A. United States government.

1 Q. Can you be a little more specific?

2 A. Office of the director of national intelligence.

3 Q. What's your title?

4 A. Deputy director of national intelligence.

5 Q. Do you have a direct report?

6 A. I have several.

7 Q. Who are your direct reports to whom you report
8 to?

9 A. To whom I report to?

10 Q. Yes.

11 A. Or direct reports to me?

12 Q. Who you report to.

13 A. I report to the principal deputy director of
14 national intelligence and the director of national
15 intelligence.

16 Q. Who are those people?

17 A. Tulsi Gabbard is the director of national
18 intelligence.

19 Q. And who else do you report to?

20 A. Functionally, I report directly to her.

21 Q. Okay. Generally speaking, what are your job
22 responsibilities?

23 A. I oversee the directorate of policy and
24 capabilities, that includes ICY policy, ICY science and
25 technology, to include AI, cyber and a few others.

1 Acquisitions of a variety of classified systems,
2 analysis of -- so, includes things like market analysis
3 of current available technologies and how those meet the
4 objectives of national security requirements. It's a
5 very large portfolio. I oversee many things for the
6 entire intelligence community.

7 Q. Do you have like responsibility over a certain
8 subsection or a group within the NSA?

9 A. Within the NSA?

10 Q. I'm sorry. Within your current position.

11 A. Can you restate the question?

12 Q. Sure. Do you directly supervise anyone?

13 A. Yes.

14 Q. How many people do you directly supervise?

15 A. I don't know directly. It's in the order of --
16 like I said, depends on what you define as directly
17 supervise, but it's somewhere in the order of 180
18 people.

19 Q. But you don't interact personally with all those
20 180 people, is that correct?

21 A. On a weekly basis, I interact with maybe 40
22 people. I also receive things across the entire
23 intelligence community which is classified.

24 Q. During the period you were a subcontractor for
25 GITI, did you make any presentations about CyberAI?

1 A. Yes.

2 Q. Tell me about those presentations.

3 A. I don't think those presentations pertain to my
4 expert witness.

5 Q. If you're refusing to answer, you need to say
6 that.

7 MR. GONZALEZ: But this is based off his
8 personal experience.

9 MR. WAREHAM: Would you repeat the question?

10 MR. GONZALEZ: Sure. Would you please read the
11 question back?

12 THE COURT REPORTER: During the period you were
13 a subcontractor for GITI, did you make any presentations
14 about CyberAI.

15 MR. WAREHAM: No objection to that question.
16 You can answer.

17 THE WITNESS: There were a few presentations.
18 One in particular, January 2020 at a general classified
19 conference, presented program updates on the programs
20 that I was overseeing at the time as a consultant to
21 GITI advising Air Force Life Cycle Management.

22 BY MR. GONZALEZ:

23 Q. Okay.

24 A. Sorry, as a consultant paid by and through GITI,
25 on behalf of Air Force Life Cycle Management agency.

1 Q. Is that the only presentation you made on
2 CyberAI while you were doing the consultancy for GITI?

3 A. No, there were several. Over the period of at
4 least a year, there were several.

5 Q. Did they all concern the same subject matter?

6 A. Yes.

7 Q. And that subject matter was technical
8 explanations?

9 A. Yes, on between four to six different projects,
10 technical explanations of those projects. They're all
11 classified projects.

12 Q. Okay. We talked about Roysdon LLC, we talked
13 about the consultancy. In any capacity, have you ever
14 been on any contracts or subcontracts in the field of
15 CyberAI?

16 A. In any capacity, yes, several.

17 Q. Tell me about those.

18 A. In my capacity at Leidos as a vice president and
19 overseeing the CyberAI research team, which I built,
20 there were several opportunities to respond to an RFP,
21 request for proposal from DARPA, as well as Air Force
22 Life Cycle Management. I assisted in writing several of
23 those proposals.

24 Q. So, those were Leidos proposals though, correct?

25 A. That's correct.

1 Q. Those weren't you, personally?

2 A. No.

3 Q. Have you personally been on any contracts or
4 subcontracts in the field of CyberAI?

5 A. Since 2020, no.

6 Q. Let's take a look at your expert report, which I
7 believe is Exhibit Number 3. You drafted this document,
8 correct?

9 A. Correct.

10 Q. Could you read the first sentence?

11 A. A market analysis can be created using a United
12 States Government (USG) website, usaspending.gov.

13 Q. Okay. Is this document your market analysis?

14 A. Yes.

15 Q. What is your understanding of what constitutes a
16 market?

17 A. Can you rephrase the question?

18 Q. Sure. What is a market?

19 A. I define a market as a field or a subfield of an
20 industry that has certain technologies or goods that can
21 be bought and sold.

22 Q. Is this your definition or just your general
23 understanding or are you relying on a specific scholarly
24 source?

25 A. This is my understanding.

1 Q. What is your understanding premised upon?

2 A. Reading expert sources.

3 Q. What expert sources?

4 A. I can't recall.

5 Q. You can't recall any?

6 A. No.

7 Q. Is this opinion based in part on your own
8 experience in CyberAI?

9 A. Are you asking if my opinion is based on my own
10 experience in CyberAI, is that the question?

11 Q. Yes.

12 A. Yes, my opinion is based on my experience.

13 Q. Okay. What experience in CyberAI supports this
14 opinion?

15 A. I provided in this document references to
16 several companies as well as references to, for example,
17 Harvard Business Review, McKenzie, and others that kind
18 of state the relevance of CyberAI research and it's
19 market capture.

20 Q. Okay. So, maybe I should be a little bit more
21 specific, is this opinion based on your personal
22 experience at all?

23 A. This document?

24 Q. Yes.

25 A. It is based partially on my experience, yes.

1 Q. What personal experience informs this document?

2 A. The experience doing work in the field of
3 CyberAI.

4 Q. Okay. What work have you performed in CyberAI?

5 A. I did consulting work for the U.S. government
6 for a little over a year, and then I did the same thing
7 at Leidos for about five years.

8 Q. Your experience with the government, you're
9 referring to GITI?

10 A. G-I-T-I, yes, that's correct.

11 Q. Okay. And your experience at Leidos also
12 informs this?

13 A. Correct.

14 Q. Okay.

15 A. Specifically in CyberAI, I have prior experience
16 in cyber that predates this, as well as AI that predates
17 this.

18 Q. What experience at Leidos informs this expert
19 report?

20 A. I was vice president at Leidos and built a
21 research team that did this work.

22 Q. Did what work?

23 A. Work in CyberAI.

24 Q. Okay.

25 A. It is a new field.

1 Q. What work did your team perform in CyberAI?

2 A. There were a variety of things, for example,
3 penetration of firewalls using AI techniques as part of
4 the offensive cybersecurity -- I guess you call it tools
5 or techniques. Using AI to detect malware or insider
6 threats and doing remediation AI to manipulate or create
7 new techniques that provide entry into computer systems
8 or networks. There were a variety of things we worked
9 on.

10 Q. Is there any other work that you performed at
11 Leidos that informs this opinion?

12 A. In addition to?

13 Q. What you've just gone over.

14 A. No.

15 Q. You would agree that the work that you just
16 described is not a market analysis, though, correct?

17 A. No.

18 Q. You couldn't agree?

19 A. No.

20 Q. Why won't you agree with that?

21 A. Because part of doing research requires doing a
22 market analysis.

23 Q. So, you have performed market analysis in the
24 field of CyberAI?

25 A. Yes.

1 Q. How many?

2 A. In the capacity at Leidos -- because previously
3 you asked me as a consultant -- in the capacity of
4 Leidos, I would say several.

5 Q. And when you say "several", I thought you told
6 me this was the first CyberAI report or market analysis
7 that you've ever performed?

8 A. You asked me specifically about as a consultant.

9 Q. So, you have performed other market analysis of
10 CyberAI?

11 A. Within the context of, say, writing proposals or
12 conducting research, yes.

13 Q. When you say "several", how many is that at
14 Leidos?

15 A. It's difficult to quantify.

16 Q. Do you not know?

17 A. I don't know.

18 Q. Less than two?

19 A. No.

20 Q. Less than five?

21 A. No.

22 Q. How many?

23 A. Maybe dozens.

24 Q. Dozens, okay. So, at least 24?

25 A. Maybe, I don't know. I don't recall.

1 Q. Walk me through your methodology for performing
2 a market analysis at Leidos.

3 A. It's no different than any other market
4 analysis. It would include looking at current companies
5 that are -- espouse you to do similar technology and
6 roughly the size of that company, current contracts,
7 whether or not they'd be competitive on something that
8 we'd be competing on. So, if we're responding to an RFP
9 from, say, DARPA, we would do this to try to understand
10 if we would be competitive against other performers on a
11 DARPA contract.

12 Understanding the current landscape within the
13 U.S. government. For example, the executive orders and
14 how they pertain to this type of work. Often we'd get
15 additional information through McKenzie or Gartner to
16 understand the position of the current technology and
17 how that would position the company to be successful in
18 a particular area or if there's things we needed to
19 focus on to improve certain aspects of the technology
20 for that to be competitive.

21 Q. You started off saying, it's no different than
22 any other market analysis. Is there a specific
23 methodology that one should employ in performing a
24 market analysis?

25 A. I think what I've outlined is, from what I

1 understand, a fairly common method.

2 Q. What do you mean "from what you understand"? Do
3 you understand that the method that you have outlined is
4 the standard methodology for performing a market
5 analysis?

6 A. Based on my research, yes.

7 Q. What research?

8 A. I research other market analysis and what they
9 typically include. I think it varies by field or
10 technology. But, based on my research and folks that
11 I've talked with, this is precisely what you'd have in a
12 market analysis.

13 Q. "Folks that you've talked with", did you ask
14 other people about how to perform this market analysis?

15 A. No, not for this specific one. No.

16 Q. So, have you ever drafted your own market
17 analysis before?

18 A. Yes.

19 Q. You submitted that at Leidos?

20 A. These were part of the research done at Leidos,
21 yes.

22 Q. So, I'm looking at page 2 of your CV. Can you
23 show me what in there references the market analysis
24 work that you're talking about?

25 A. Sure. The work done as a principal investigator

1 for cyber artificial intelligence machine learning
2 research, the position as a chief scientist, and the
3 position as PI for Horizon Research & Development.

4 Q. So, I'm talking a little slow. Part of the
5 reason why I'm talking a little slow is for the court
6 reporter.

7 A. Sorry.

8 Q. So, is it your testimony here that the function
9 of being a principal investigator includes performing
10 market analyses?

11 A. Yes.

12 Q. And as a principal investigator, that was a
13 regular part of your job?

14 A. I would say it's frequent. I wouldn't say it's
15 a regular part of the job.

16 Q. Okay.

17 A. We'd have to define regular.

18 Q. As a principal investigator, was performing
19 market analyses a responsibility attended to that
20 position?

21 A. Yes.

22 Q. When you performed these market analyses, did
23 you provide them to anyone at Leidos?

24 A. Yes, in some cases it was verbal. Others, it
25 would have been some sort of presentation form to help

1 decisionary understand current market cap and available
2 potential revenue.

3 Q. What is the current market cap for CyberAI?

4 A. It is a rapidly growing field. Current market
5 cap is in the billions.

6 Q. How many billions?

7 A. I don't know.

8 Q. Okay. What was the current market cap for
9 CyberAI in 2024?

10 A. I provided some estimates in this document. It
11 was in the hundreds of millions -- I'm sorry. 2023,
12 I've got a bullet point here of 1.7 billion for CyberAI
13 that sits alone. So, it was in the billion in 2023.

14 Q. Okay. I think you said, hundreds of billions.
15 Is it hundreds of billions now?

16 A. I said hundreds of millions.

17 Q. Hundreds of millions, okay.

18 A. That was my initial estimate but I've got a
19 bullet point here for 2023, it says, CISA approved
20 \$1.7 billion contrat funding CyberAI. So, in 2023, it
21 was in the billions. As I said, it's a rapidly
22 advancing field.

23 Q. And that 1.7 number that you referenced there,
24 how many entities are operating within that market?

25 A. Can you define your question?

1 Q. Sure. How many companies are offering CyberAI
2 services in the CyberAI market in 2023?

3 A. That's different than what you just asked. You
4 asked specifically to that bullet point in CISA.

5 Q. So, I'm just trying to clarify. Can you answer
6 the question?

7 A. Can you restate the question.

8 MR. GONZALEZ: Could you please read that back?

9 THE COURT REPORTER: How many companies are
10 offering CyberAI services in the CyberAI market in 2023.

11 THE WITNESS: I don't know, several.

12 BY MR. GONZALEZ:

13 Q. So, several, I think is defined as like two or
14 three. Are you saying there's only two or three in the
15 CyberAI market?

16 A. I would define several as tens or hundreds.

17 Q. Is it tens or is it hundreds?

18 A. I don't know.

19 Q. So, it could be tens, correct?

20 A. It could be.

21 Q. Could be hundreds, correct?

22 A. I don't know.

23 MR. WAREHAM: Objection as to form.

24 BY MR. GONZALEZ:

25 Q. You don't know if it could be hundreds?

1 A. I don't know.

2 Q. Can you give me any type of estimate of how many
3 companies that could be operating in the CyberAI market
4 in 2023?

5 A. I can't.

6 MR. WAREHAM: Objection to form.

7 BY MR. GONZALEZ:

8 Q. I'm sorry, you said, you can't?

9 A. I cannot.

10 Q. What about 2024?

11 A. Still it'd be speculation, I cannot.

12 Q. So, I want to go back to the market analyses you
13 performed at Leidos. I think you testified that you had
14 performed dozens, correct?

15 A. Yes.

16 Q. Was it important to know how many companies were
17 operating in the CyberAI market for those market
18 analyses?

19 A. It's important to know specific to -- I'll use
20 the example of an RFP. The companies that were
21 operating in that specific space that pertained to that
22 RFP. So, if it was firewalls, it was important to know
23 specifically the companies that were doing CyberAI
24 research and have province that were targeting
25 firewalls.

1 Q. Okay. So, your market analyses as Leidos were
2 more targeted, is that correct?

3 A. Correct.

4 Q. And am I correct that those market analyses you
5 were performing were in response to RFPs?

6 A. Generally speaking, yes, not always.

7 Q. And you used the example of firewalls, so a
8 market analysis that you were performing at Leidos was
9 like specific to a set of products?

10 A. Generally, yes.

11 Q. So, you were defining a specific market for
12 specific products, is that correct?

13 A. I was refining the search to a specific market
14 segment and product segment.

15 Q. Okay.

16 A. Does that answer your question?

17 Q. I think it does. Could you give me an example
18 in the context? You used firewall, I don't know, that
19 seems like one maybe you could use.

20 A. Yes, we've used this a few times. So, within
21 the area of firewalls, there's a certain number of
22 companies that build firewalls at large scale that the
23 government would be interested in. There's a subset of
24 those companies that employ a variety of rule-based
25 techniques, which are not machine learning, they're not

1 AI. Other companies use AI or more machine-like
2 techniques. Things like a market analysis require a
3 deep understanding and a deeper dive into the company's
4 capabilities to understand whether or not the product
5 they're going to be bringing forward to be competitive
6 would be similar to something we were developing and a
7 lot of new ones.

8 Q. Have you ever created a market analysis outside
9 of CyberAI?

10 A. Not that I can recall.

11 Q. Have you ever taken a class on how to perform a
12 market analysis?

13 A. No.

14 Q. Have you received any certification with respect
15 to how to perform a market analysis?

16 A. No.

17 Q. Do you know what methodology economist employ
18 when they are performing market analyses?

19 A. I've studied or researched what other people use
20 for doing a market analysis, including what other
21 experts would use for market analysis and I base my
22 assessments and the market analyses that I performed on
23 those, I would say, commonly used techniques.

24 Q. What other experts or sources have you relied
25 upon in performing or refining your own technique?

1 A. I researched hundreds.

2 Q. Can you name a few?

3 A. Techniques listed by, say, McKenzie. There's
4 several you can find online and, in some cases, it's as
5 similar as a Google search.

6 Q. So, is it your testimony here today that the
7 methodology you have employed is generally recognized by
8 McKenzie?

9 A. I'd say it's generally recognized by the
10 industry.

11 Q. Do you know if it's generally recognize by
12 McKenzie?

13 A. I don't know.

14 Q. Okay. Can you point to any resource or
15 scholarly article or textbook that supports your
16 assessment that it is generally recognized by the
17 industry?

18 A. I read several scholarly articles and several
19 textbooks. I can't point to a single one off the top of
20 my head.

21 Q. You can't identify any right now?

22 A. I don't recall.

23 Q. Do you have any concerns that your market
24 analysis here is incorrect?

25 A. No.

1 Q. Did you take any steps to verify the accuracy of
2 your market analysis?

3 A. What do you mean, "verify the accuracy"?

4 Q. To make sure it's correct.

5 A. Yes, I double-checked my numbers several times.

6 Q. So, you double-checked your numbers. Did you
7 double-check your methodology?

8 A. Yes.

9 Q. How?

10 A. Reviewing the common technique for performing a
11 market analysis.

12 Q. And what did you cross reference your
13 methodology against?

14 A. Common techniques in the field.

15 Q. But you keep saying common techniques, what is
16 your basis for that? I'm trying to understand.

17 A. Right.

18 Q. Is there an article?

19 A. I don't recall a specific article, I've stated
20 that several times. What I do recall is that for a
21 market analysis to be unbiased, for example, you try to
22 use data that's available from an unbiased source, like
23 a government website, using several -- at least in a
24 particular subfield -- several examples from that
25 subfield. So, you refine your analysis to things within

1 that subfield and then analyze the contracts awarded
2 within the subfield. Make sure they pertain to the
3 field that you're comparing to and then back that up
4 with additional research that supports the information
5 that's presented in that analysis. For example, are the
6 reports that come out of supporting agencies, government
7 agencies, other companies, documents that they provide
8 as white papers, et cetera.

9 Q. So, your testimony is that this is unbiased
10 because you obtained the data from a government website,
11 is that correct?

12 MR. WAREHAM: Objection to form and foundation.

13 THE WITNESS: To the best of my knowledge, yes,
14 this is an unbiased assessment of what currently exists
15 at the time within the domain of CyberAI. It's similar
16 to the work that was being done as a consultant.

17 BY MR. GONZALEZ:

18 Q. This market analysis contains five companies,
19 correct?

20 A. Correct.

21 Q. Okay. Are there more than five companies within
22 the market segment of CyberAI services for DOD?

23 A. Specific to Air Force Life Cycle Management, no,
24 not at that time.

25 Q. At what time?

1 A. The time this work was being performed in 2020.

2 Q. In 2024, are there any other companies operating
3 within the CyberAI market that provide services to DOD?

4 A. To Air Force Life Cycle Management,
5 specifically, or to DOD?

6 Q. To DOD.

7 A. To DOD, yes, there are many.

8 Q. How many?

9 A. I don't know.

10 Q. So, am I correct then in saying that sitting
11 here today, you do not know how many companies were
12 offering CyberAI services to the Department of Defense
13 in 2024?

14 A. In 2024, no, this is a simple search on
15 usaspending.gov. You can identify this, however, you'd
16 have to refine your search and understand those
17 contracts to understand specifically whether or not they
18 are truly CyberAI or whether they're just referencing
19 that they're using some form of AI in their cyber
20 techniques. They're distinctly different.

21 Q. Same question but for 2023?

22 A. Same answer.

23 Q. You don't know?

24 A. I don't know.

25 Q. Should a market analysis include the number of

1 customers in an industry?

2 A. No.

3 Q. Should a market analysis include the number of
4 businesses offering services in an industry?

5 A. Yep.

6 Q. Have you ever heard of the concept called a
7 competitive analysis?

8 A. I'm not sure.

9 Q. Should a market analysis include anything about
10 barriers to entry from an entrance?

11 A. No.

12 Q. I'm going to ask you the same question for 2022,
13 do you know how many companies were offering AI cyber
14 services to the Department of Defense in 2022?

15 A. I don't know.

16 Q. Same question for 2021?

17 A. Don't know, it's a large field.

18 Q. Does your expert report include any information
19 about barriers to entry?

20 A. No.

21 Q. Do you think that was necessary to include?

22 A. No.

23 Q. Why?

24 A. A barrier to entry is not necessary for a market
25 analysis in this instance.

1 Q. If your analyzing a market, does that market
2 analysis then -- let me ask this a different way. Is it
3 your understanding that a typical market analysis should
4 not include barriers to entry?

5 A. You're making a generalization. I'm not making
6 that assumption, no.

7 Q. Should a market analysis include barriers to
8 entry?

9 A. It could.

10 Q. Should it, is my question?

11 A. No.

12 Q. Why?

13 A. You said, should.

14 Q. Yes. I said, why should it not?

15 A. It does not need to include a barrier to entry
16 for that market.

17 Q. A market analysis is something more narrow?

18 A. A market analysis, in this example, is something
19 that is comparing current performers within that market
20 segment.

21 Q. So, this market analysis says nothing about
22 difficulty of entering a market, correct?

23 A. I don't recall putting something like that in
24 this document.

25 Q. So, the answer is no, correct?

1 A. I don't recall.

2 Q. Take an opportunity to look over it.

3 A. I don't see a specific listing of barrier to
4 entry in this document.

5 Q. Okay. Let's take a look at the opinion section
6 of your expert report. I'm going to read the first
7 clause, based on my opinion and as a subject matter
8 expert in AI and cyber, what does it mean to be a
9 subject matter expert in AI and cyber?

10 A. A subject matter expert knows both -- well,
11 knows the field deeply, meaning they understand the
12 theory and numerical application of that there.

13 Q. What experience or education makes you a subject
14 matter expert in AI and cyber?

15 A. In AI, I've been doing mathematics that we now,
16 today, consider AI but years ago were just considered
17 math statistics and probability theory, and the
18 numerical application of those in the last 20 years.
19 Similarly in cyber, I've done work professionally and
20 studied it deeply in several aspects of the field of
21 cybersecurity, specifically offensive and defensive of
22 cyber.

23 Q. Does that education inform that expertise?

24 A. Yes.

25 Q. What education?

1 A. I have several degrees that inform this
2 expertise, as well as studying graduate level work in
3 several of these areas.

4 Q. I don't see here you saying that you're a
5 subject matter expert in the AI cyber market, is that
6 correct?

7 A. I did not specifically state in that line that
8 I'm a subject matter expert in the CyberAI market.

9 Q. Okay. You didn't state that anywhere in here,
10 though, correct?

11 A. Not on that line, no.

12 Q. In the expert report, you didn't state anywhere
13 that you are a subject market expert in the AI cyber
14 market, is that correct?

15 A. I don't recall. I know both fields and I know
16 that field very well. I worked in that field for many
17 years. Having a subject matter expertise in both cyber
18 and AI, makes me a subject matter expert in CyberAI.

19 Q. That's what I was getting at. Your testimony
20 here is that your expertise in cyber and AI also makes
21 you an expert on the CyberAI market, is that correct?

22 A. Yes.

23 Q. Okay. Can we agree that you have no formal
24 education, though, in analyzing markets?

25 A. No.

1 Q. What formal education do you have in analyzing
2 markets?

3 A. I don't understand the question.

4 Q. What formal education do you have in analyzing
5 markets?

6 A. I have no formal education in analyzing markets.

7 Q. You also write, "based on my opinion", that's
8 the first four words there. When you say "based on my
9 opinion", is that your personal opinion or something
10 else?

11 A. Personal opinion.

12 Q. Okay. I'm going to read that full sentence into
13 the record, okay? Based on my opinion as a subject
14 matter expert in AI and cyber, the average CyberAI
15 contract's value for small businesses working for DOD
16 over the last five-year period is 142.5 million. This
17 is based on evidence provided above and data gathered
18 from a government website. When you say, "data gathered
19 from a government website", what data are you referring
20 to?

21 A. Contracts and contract value gathered from the
22 usaspending.gov website.

23 Q. And that data that you're referring to is the
24 data that you go over in your case studies?

25 A. Correct.

1 Q. What constitutes as small business?

2 A. It's my understanding that a small business is,
3 say, fewer than 100, maybe 200 employees, I'm not sure.

4 Q. Okay.

5 A. But that's my understanding on a government
6 definition.

7 Q. When did you obtain that understanding?

8 A. Based on things that I've read.

9 Q. What things have you read that provided you that
10 understanding?

11 A. Documents, papers, references on government
12 websites, like small business administration, et cetera.

13 Q. And your understanding, collectively from that
14 research, is that a small business is how big?

15 A. I don't know, between 50 and 200 employees is my
16 estimate.

17 Q. And that's just your personal estimate?

18 A. Based on what I recall.

19 Q. Does the government have a different definition
20 in the contract context for what constitutes a small
21 business?

22 A. I don't recall.

23 Q. Do you know?

24 A. I don't know if I don't recall.

25 Q. So, we talked about your data set, the five

1 companies. Did you exclude any companies from your data
2 set?

3 A. This data set was pulled specifically for
4 contracts awarded to the companies with Air Force Life
5 Cycle Management and specifically HNC0.

6 Q. Okay. That's helpful but my question is, did
7 you exclude any companies from your data set?

8 A. Not to my knowledge.

9 Q. So, is it your testimony here that these
10 companies are the only companies that had contracts with
11 Air Force Life Cycle Management over the five-year
12 period?

13 A. Doing this specific work within CyberAI
14 specifically, yes.

15 Q. Okay.

16 A. As far as I recall.

17 Q. So, this is important. I want to make sure I
18 understand, you selected these companies because they
19 were the only companies over the five-year period that
20 provide services to Air Force Life Cycle Management,
21 correct?

22 A. To the best of my knowledge.

23 Q. Okay. Do you have any doubts or are you
24 certain?

25 A. I'm not certain.

1 Q. You're not certain, okay. If I pull up the
2 website here, could we go over it?

3 A. Yes.

4 Q. Okay. Do these companies that you selected
5 provide services to any other DOD entities?

6 A. That's possible.

7 Q. Do you know?

8 A. I don't know.

9 Q. Is that information at all relevant to your
10 market analysis?

11 A. This market analysis was specific to Air Force
12 Life Cycle Management, specifically HNCO.

13 Q. Okay.

14 A. So, no. It was a very narrow scope market
15 analysis. More specifically for offensive -- classified
16 offensive cyber capabilities.

17 Q. Got it. You're calculating the average value of
18 contracts over a five-year period for these five
19 companies, is that correct?

20 A. Correct.

21 Q. By my count, there are 77 contracts, does that
22 sound right?

23 A. It's possible.

24 Q. You can probably do the math a little quicker
25 than me.

1 A. I guess it's possible.

2 Q. So, 77?

3 A. Sounds reasonable, yes.

4 Q. What was the average duration of the contract?

5 A. It varied by contract. I don't recall the
6 average duration.

7 Q. Were these contracts entered into all in a
8 specific year?

9 A. No.

10 Q. Okay. So, some of these contracts could have
11 been entered into in 2023?

12 A. Yes.

13 Q. Some could have been entered into in fiscal year
14 2020?

15 A. Yes.

16 Q. Okay. Is the year that they entered into the
17 contract at all relevant to your analysis?

18 A. No.

19 Q. Why?

20 A. It's irrelevant.

21 Q. For fiscal year 2023, are these the only five
22 companies that were providing services to -- offensive
23 CyberAI to DOD?

24 A. I don't know, it is a very small subfield, the
25 field of offensive cyber and even a smaller field of

1 CyberAI offensive cyber, and there are very few
2 companies that compete in this space. It's also a new
3 and emerging space.

4 Q. Is it your testimony here that these five
5 companies only provide cyber offensive products?

6 A. That is not my testimony.

7 Q. Okay. Is it your testimony here that the 77
8 contracts that you used in your analysis were all for
9 cyber offensive products?

10 A. To the best of my knowledge.

11 Q. Okay. Can you say so with certainty?

12 A. I can't say so with certainty.

13 Q. Okay. So, it could be what, some of them are
14 defensive cyber contracts.

15 A. Could be that some of them are defensive cyber
16 contracts. However, often in defensive work, you also
17 perform offensive work to understand the landscape.

18 Q. So, any one of the cyber offensive contracts
19 could also be a defensive cyber contract?

20 A. Not necessarily, no.

21 Q. Okay. Is that not what you just told me?

22 A. Typically in this space, you lean more on the
23 offensive side to discovery where your defenses need to
24 be increased to understand how your attacker is
25 attacking you.

1 Q. Is it your testimony here today that all of the
2 77 contracts you used in your analysis were with
3 Air Force Life Cycle Management?

4 A. I believe that's correct.

5 Q. Do you know if that's correct?

6 A. I'm fairly certain that's correct.

7 Q. Did you perform any research or any efforts to
8 assure yourself of that?

9 A. I don't recall.

10 Q. Let me ask you a hypothetical, let's say of the
11 77 contracts, 15 were with DARPA and another 15 were
12 with -- were for defensive cyber operations, would that
13 change your analysis at all?

14 MR. WAREHAM: Objection to form.

15 BY MR. GONZALEZ:

16 Q. And that's a hypothetical.

17 A. Are you assuming that these companies are
18 performing CyberAI work?

19 Q. Yes.

20 A. If it's CyberAI work specifically, it would not
21 change my assessment.

22 Q. Okay. So, the numbers you've arrived at in your
23 expert report, it makes no difference whether it was
24 offensive CyberAI work or defensive CyberAI work, is
25 that correct?

1 A. That's correct. As I stated earlier, defensive
2 work is often also including offensive work.

3 Q. And as I understand it, the conclusions that you
4 have made in this expert work, it doesn't make a
5 difference if the contract was with DARPA or Air Force
6 Life Cycle Management, is that correct?

7 A. That's correct. I believe so, yes.

8 Q. So, you arrive at this number, 142.5 million,
9 how do you get there?

10 A. That was based on this market survey of these
11 contracts awarded to these companies over that period.

12 Q. Okay.

13 A. And an average of those contracts.
14 Specifically, the money that was paid out during that
15 period.

16 Q. So, you added up the contracts' value over that
17 five-year period, correct?

18 A. Correct.

19 Q. And then you divided that by five?

20 A. Correct.

21 Q. And that's how you reached 142.5 million?

22 A. Yes, I believe that's what I stated in here.
23 The last line of case studies with an average value of
24 28.5 million per year for each company.

25 Q. Okay.

1 A. Total value of contracts awarded during this
2 period were 713.85 million.

3 Q. So, you divided that 700 number by 5, you got
4 the 142 right?

5 A. Correct, divided by five companies, 20.5.

6 Q. Did you develop this formula yourself?

7 A. No.

8 Q. Where did you get this formula from?

9 A. It's basic mathematics.

10 Q. So, you applied basic mathematics?

11 A. Correct.

12 Q. What does the 142.5 million represent, is that a
13 market or something else?

14 MR. WAREHAM: Objection to form.

15 THE WITNESS: It represents the data that's
16 available on the public website.

17 BY MR. GONZALEZ:

18 Q. You're not saying that that 142.5 million is the
19 average value of contracts for CyberAI per year, are
20 you?

21 A. No.

22 Q. Okay. So --

23 A. Generally speaking, no.

24 Q. It could be more?

25 A. It could be much more.

1 Q. It could be less?

2 A. Could be less but the evidence does not show
3 that.

4 Q. How much more could it be?

5 A. Outside of specifically Air Force Life Cycle
6 Management, I could not speculate, it's quite large.

7 Q. Is it your testimony that this 142.5 million is
8 the market value for Air Force Life Cycle Management per
9 year over the five-year period?

10 A. Based on publically available numbers, yes.

11 Q. But how do you know that if you don't know if
12 there was other entities operating in that space during
13 that five-year period?

14 A. It's a classified space. They do not disclose
15 their classified numbers.

16 Q. So, you don't know?

17 A. I didn't say that. I said based on publically
18 available information.

19 Q. Based on publically available information?

20 A. Right.

21 Q. So, there's some information that's not public?

22 A. That's correct.

23 Q. And would that information change your numbers
24 about it?

25 A. Can't talk about it.

1 Q. I just asked if it would change your numbers.

2 A. I can't answer that.

3 MR. GONZALEZ: Jason, we're going to have to
4 come back to that. I'm going to move on but that's like
5 a pretty core premise of evaluation.

6 MR. WAREHAM: I mean, there's -- I'm happy to
7 explore -- I mean, look, we've had this classification
8 issue pop up a bunch of times, right?

9 MR. GONZALEZ: I just asked if it would change
10 the numbers.

11 MR. WAREHAM: Yes, but --

12 THE WITNESS: You're talking about classified
13 numbers.

14 MR. WAREHAM: So, he can't -- so, here's the
15 problem, right, it's tainted. You guys can go a class
16 review on these contracts and release them, right, but
17 let me give an example. I was just in a budget meeting
18 yesterday, and in that budget meeting, the budget is
19 classified. If we rely on those budgetary numbers in
20 saying something like this, right, we are imputing and
21 adjusting the moving average of that testimony based on
22 classified information.

23 That becomes a problem. It's called derivative
24 classification. So, the answer -- I mean, the
25 government is in control of this information, right, and

1 can release that to us. And then once we have a class
2 review, we can do a full answer around that, right? But
3 he is correct, and if I have a security officer or
4 classification security officer, they will confirm that
5 if he adjusts down.

6 For example, let's say, 142 is his number, based
7 on classified information there's a number of smaller
8 contracts out there and he adjusts his number down, that
9 is derivative classification because it's communicating
10 the size of a value of a classified contract of market,
11 see what I'm saying.

12 THE WITNESS: Stating those numbers on
13 classified information is considered spillage of
14 classified information, it's a felony offense.

15 MR. GONZALEZ: I didn't ask for the numbers. I
16 said --

17 MR. WAREHAM: No, you see what I'm saying --

18 THE WITNESS: You asked if it would change the
19 numbers.

20 MR. WAREHAM: Hold on, you see the derivative
21 problem, see?

22 MR. GONZALEZ: I understood your explanation.

23 MR. WAREHAM: And if you want to certify that we
24 can discuss certain sets, right, and get a class
25 review --

1 MR. GONZALEZ: We're going to move on but you
2 and me need to talk about it during lunch, okay, because
3 I want to just get through it.

4 MR. WAREHAM: Yeah, I'm with you. I actually
5 have no problem with him answering, but for the
6 derivative classification problem and that's not
7 something we hold. We can't make that decision.

8 BY MR. GONZALEZ:

9 Q. The 142.5 million number is based on publically
10 available information?

11 A. That's correct.

12 Q. And the -- is it your testimony that in 2023,
13 the five companies that you identified are the only
14 companies operating in the CyberAI offensive space with
15 AFCLO?

16 A. These are the five companies that were operating
17 for Air Force Life Cycle Management, specifically HNCO
18 doing cyber and AI work that was similar to the work
19 that I was analyzing, yes.

20 Q. But were there other companies in 2023?

21 A. Working for HNCO, not to my knowledge.

22 Q. Okay. Why did you select these five companies?

23 A. I know the work that these companies do.

24 Q. Okay.

25 A. It's a very small group of companies that do

1 this work.

2 Q. How big is the group?

3 A. Within HNCO, it really comes down to these five.

4 Q. It's your testimony here that there with no
5 other companies over the five-year period that were
6 provided CyberAI services or products to HNCO, is that
7 correct?

8 A. As public information, yes. I can't state
9 classified information.

10 Q. And it's your testimony here today, that these
11 77 contracts were mostly providing contracts with HNCO?

12 A. To the best of my knowledge, based on publically
13 available information, yes.

14 Q. Do you know if any of these 77 contracts were
15 with DARPA?

16 A. I don't recall.

17 Q. Okay. Do you know if any of these 77 contracts
18 were with Cyberspace Command?

19 A. You're getting into an area where there's
20 classified information. I can't discuss that.

21 Q. I just asked if you know.

22 A. I can't answer.

23 MR. WAREHAM: Just so you're aware, the
24 requirement is that you neither confirm or deny. So,
25 the answer is, he can't confirm or deny. That's the

1 instruction under classified management by the
2 government.

3 BY MR. GONZALEZ:

4 Q. Do you know in any of the companies in the 77
5 contracts that you identified had contracts with
6 U.S. Fleet Cyber Command?

7 A. I can't answer that.

8 MR. GONZALEZ: So, here's the problem -- let me
9 speak. So, he has said that these 77 contracts were all
10 with Air Force Life Cycle Management --

11 MR. WAREHAM: I'll fix this. Give me
12 10 minutes.

13 MR. GONZALEZ: If they're all with Air Force
14 Life Cycle Management and he's --

15 MR. WAREHAM: I'm tracking. Give me 10 minutes,
16 I'll get this figured out, all right? I'll make this
17 easy.

18 MR. GONZALEZ: Okay.

19 MS. SEEMAN: Can we go off the record?

20 THE COURT REPORTER: Off the record.

21 (Short recess was taken.)

22 BY MR. GONZALEZ:

23 Q. So, there's five companies in your case study,
24 correct?

25 A. Yes.

1 Q. Okay. Why did you choose or use those five
2 companies?

3 A. Because of the type of work that I was doing, it
4 was most similar to the type of work I was doing. I
5 know specifically what these companies are doing on
6 those contracts and specifically what's in those RFPs.

7 Q. Are there other companies that would have met
8 that criteria?

9 A. It's possible but there are few companies that
10 have the skill sets to be able to meet that criteria. I
11 happen to know, at least on the government's space, the
12 contractors that are competitive in this space.

13 Q. Are you able to identify any other companies
14 that would have met the criteria for selection in your
15 expert report?

16 A. No.

17 Q. So, to your knowledge, these are the only five
18 that meet your criteria?

19 A. To my knowledge, these are the only five that
20 meet the criteria.

21 Q. What was your criteria?

22 A. Filtering down from many companies that do this
23 sort of work and many companies that espouse to or
24 purport to do CyberAI work. I filter from there to
25 companies that I know specifically that do this work and

1 are performers regularly in this specific area of
2 CyberAI research.

3 Q. So, your filter was companies that you were
4 personally aware of?

5 A. The companies that I know exist within this
6 space.

7 Q. Okay.

8 A. As I said, it's a very small subset of
9 companies.

10 Q. What I'm trying to understand, though, was this
11 your arbitrary choice or when you say "filter", was
12 there like some sort of mechanism you applied?

13 A. The mechanism is my subject matter expertise in
14 this arena.

15 Q. Okay. So, going back to 2023, is it your
16 testimony that these were the only five companies
17 offering CyberAI services to the Department of Defense?

18 A. No.

19 Q. Is it your testimony that these five companies
20 were the only companies providing CyberAI services to
21 the Air Force?

22 A. We have to refine the definition of CyberAI.
23 CyberAI relative to what I was doing at that time, there
24 were only five companies that were doing a similar level
25 of CyberAI work in this space. There were probably

1 several that were purporting to do CyberAI work but
2 their contracts or the work they were doing did not
3 actually include any AI, it was just automation. Does
4 that help refine the question?

5 Q. It's helpful. So, if I understand your
6 testimony, these 77 contracts were the only contracts in
7 CyberAI over the five-year period with the Air Force?

8 A. Specific to the type of CyberAI work that I was
9 doing, yes, that's my testimony.

10 Q. Were these 77 contracts, the only CyberAI
11 contracts that were with HNCO?

12 MR. WAREHAM: That were publically facing.

13 BY MR. GONZALEZ:

14 Q. That were publically facing.

15 A. That were publically facing, to the best of my
16 knowledge, yes.

17 Q. So, all 77 of these contracts were with HNCO, is
18 that correct?

19 A. To the best of my knowledge.

20 Q. When you say, "to the best of your knowledge",
21 are you saying that some might not be?

22 A. I'm saying, it's possible.

23 Q. Possible's a wide range. To a reasonable degree
24 of scientific certainty given your expertise, are you
25 certain that these 77 contracts in your case study were

1 with HNCO?

2 A. To the best of my knowledge.

3 Q. Let's take a look at USA Spending. I'd like you
4 to just kind of walk me through your analysis. You
5 talked about it a little bit in the report but, like,
6 let's start with Kudu and just show me how you filter
7 through.

8 A. Okay.

9 Q. So, here's what I'd like you to do, I'd like you
10 just to filter for the contracts. I guess the contracts
11 with Kudu?

12 A. Okay. That's very easy.

13 Q. For the five-year period.

14 A. Key word search.

15 Q. Okay.

16 A. Kudu Dynamics, I actually checked this this
17 morning. Filtered updated, submit the search.

18 Q. So, this -- that's like all time, though, right?

19 A. Yes, you can give a date to a date, for example.

20 Q. Yes.

21 A. So, you could say 1-1-2020 --

22 Q. Let's see the five-year period that you did.
23 I'm kind of trying to replicate what you did.

24 A. Okay.

25 Q. I think you said fiscal year 2020 to fiscal year

1 2024, is that correct?

2 A. I believe so.

3 Q. And this would be with DOD or HNCO. I guess
4 maybe you just want to do DOD --

5 A. You can refine down from here so this would give
6 you the list of contracts within this period.

7 Q. Okay.

8 A. And then you could further refine using this
9 website.

10 Q. So, how many contracts do we have?

11 A. For example, you can look at agency. Contracts
12 for DOD, here's 20, for example, in that range. From
13 there, you can look at awarding agency. So, I think the
14 example I gave here was --

15 Q. I think you said Department of Defense.

16 A. We also need to extend this.

17 Q. Let's six, though. I think you said five-year
18 period, right?

19 A. Five-year period.

20 Q. So, let's remove 2019. I believe you said DOD,
21 that was your assumption. I think if you just do DOD,
22 it'll show up. So, for our filters here -- can you go
23 to the top, please? For the filters, we have, Kudu
24 Dynamics, fiscal year 2020 through 2024, and Department
25 of Defense, is that correct?

1 A. Correct.

2 Q. So, we have 25 contracts, is that correct?

3 A. That's what it says there, yes.

4 Q. Okay. Which is -- I think you had 26, 25, you
5 were close. I want to ask you about these contracts
6 right now.

7 A. Okay.

8 Q. These were all contracts with HNCO?

9 A. Not necessarily, no.

10 Q. Okay. How many of these contracts were with
11 HNCO?

12 A. So, we can refine these.

13 Q. All right.

14 A. For example, awarding agency or funding agency.
15 It takes a bit of digging. We're not going to be able
16 to do this just right off the bat here. I think what's
17 important to note here is this also only considers prime
18 contract award.

19 Q. Okay.

20 A. If they're a subcontractor, you're not going to
21 see those. So, there's Department of Defense. So,
22 there's research and development type of contract. This
23 appears to be a DARPA contract, as an example.

24 Q. So, let's start with the first one, let's go
25 back.

1 A. Okay.

2 MS. SEEMAN: If you just click on the other tab
3 up top.

4 MR. WAREHAM: The third tab from the top.

5 BY MR. GONZALEZ:

6 Q. So, the third one down, that contract with was
7 DARPA, right?

8 A. Correct.

9 Q. So, that's not HNCO, correct?

10 A. That's not HNCO.

11 Q. So, this is the first one?

12 A. Based on public information, that is not HNCO.

13 Q. So, this is the first one, correct?

14 A. This is the first one.

15 Q. Who is this contract with? Could you go down a
16 little bit to the bottom of the page? No, the one you
17 just -- right. So, can you go to the bottom of the
18 page? Where it says, agency details, can you open that
19 tab?

20 A. Sure.

21 Q. Where it says, awarding office, do you see that?

22 A. Yes.

23 Q. That says A-F --

24 A. A-F-R-L.

25 Q. -- R-L. And then --

1 A. Air Force research laboratory.

2 Q. And it says, funding subagency, what does that
3 say?

4 A. Department of Defense.

5 Q. Funding subagency?

6 A. Subagency, Defense Advance Research Projects
7 Agency, that's DARPA.

8 Q. Okay. So, this contract was funded by DARPA?

9 A. Yes, based on publically available information.

10 Q. Let's go look at the second contract now. Could
11 you go to the bottom of the page and look at the funding
12 information again?

13 A. DARPA.

14 Q. DARPA funded this one as well, correct?

15 A. Correct.

16 Q. So, these are the three highest contract values
17 within your search for Kudu, is that correct?

18 A. Yes.

19 Q. And all three of these contracts are funded by
20 DARPA, is that correct?

21 A. According to public information, yes.

22 Q. These three contracts, can you tell from this
23 information whether they are defensive cyber or
24 offensive cyber?

25 A. Yes, you can drill down into the details of

1 these contracts to gain more insight into specifically
2 what the contract is and then you can compare that to
3 sam.gov. Sam.gov is where contracts are -- or RFP are
4 released or a BAA is released. DARPA releases a BAA,
5 broad agency announcement. And after doing additional
6 research on the broad agency announcement, you can find
7 additional information on who the partner agencies are,
8 as well as the specifics of the contract, the contract
9 details.

10 So, whether or not that contract is strictly a
11 cyber contract or an AI contract or a CyberAI contract,
12 then specifically what sort of details within the
13 CyberAI contract -- or specifically what sort of details
14 for CyberAI.

15 Q. Is there any information in what we've looked at
16 right now on USA Spending that would tell you whether it
17 was cyber defensive or cyber offensive?

18 A. No, you have to do more research.

19 Q. Okay. So, none of that information on
20 USA Spending tells you whether it's defensive or
21 offensive, is that correct?

22 A. That's correct.

23 Q. Is it your representation here today that all 77
24 of the contracts you've identified are offensive cyber
25 contracts?

1 A. No.

2 Q. Approximately, how many are offensive cyber
3 contracts of the 77?

4 A. I don't recall. As I said earlier, in some
5 sense, anything that's being done in cyber is often
6 offensive as well as defensive.

7 Q. Were those three contracts included in your
8 analysis?

9 A. I don't recall.

10 Q. Okay. Do you know what contracts you included
11 in your analysis?

12 A. I included whatever contracts were available
13 within that window.

14 Q. So, you don't have a document memorializing what
15 documents you included in your analysis, is that
16 correct?

17 A. I do not have a document of that nature, no.

18 Q. Okay. So, we looked at three contracts. Those
19 three contracts were with DARPA, correct?

20 A. Correct.

21 Q. Earlier, I asked you if most of the contracts
22 were with HNCO of the 77, I believe your answer was yes?

23 A. To the best of my knowledge.

24 Q. Is your answer still yes?

25 A. To the best of my knowledge.

1 Q. Okay. But you're not certain?

2 A. No, I'm not certain.

3 Q. So, there are 25 on that list there. If we went
4 through all 25 in the context of this deposition, is it
5 your testimony that other contracts would be funded
6 through HNC0?

7 A. Yes, explicitly stated on the website. Yes.

8 Q. Approximately how many?

9 A. I don't recall.

10 Q. If we remove those three contracts from your
11 analysis, so now there's three less and the approximate
12 value of those contracts, does that in any way change
13 your numbers?

14 A. It's possible.

15 Q. As of 2023, how much of the market do the five
16 companies that you listed represent within the cyber
17 contracts for DOD?

18 A. Cyber contracts specifically and only?

19 Q. Yes.

20 A. I don't know. Cyber?

21 Q. CyberAI?

22 A. Well, that's different.

23 Q. Then I'll ask it a better way. As of 2023, how
24 much -- let me say this a different way, okay. What
25 percentage of the market do the 5 companies that you've

1 identified represent in terms of market value for fiscal
2 year 2023 for CyberAI?

3 A. Market value, that's a very different question.

4 Q. Contract value?

5 A. In the millions.

6 Q. Okay.

7 A. In 2023 alone, doing specifically work that was
8 similar to what I was doing for HNCO, you're in the
9 neighborhood of several million -- several hundred
10 million, sorry, to be more precise.

11 Q. Several hundred million. What percentage of the
12 CyberAI market for DOD does that 100 million represent?

13 A. I don't understand the question. Can you
14 restate that?

15 Q. Can you just speak up a little because I have a
16 colleague listening in?

17 A. Sure.

18 Q. So, you testified that as of fiscal year 2023,
19 the approximate value of the contracts held by those
20 five companies was hundreds of millions, is that
21 correct?

22 A. Yes.

23 Q. Okay. Of that hundreds of millions, what
24 percentage does that represent of the CyberAI market for
25 DOD?

1 A. I really don't know.

2 Q. Okay.

3 A. It's a small -- that's a difficult question to
4 answer. I really don't know.

5 Q. A small part or a large part?

6 A. The question is nuanced or the answer is nuanced
7 in that there are -- there's a large body of work in --
8 allegedly, in CyberAI but, again, it's not similar to
9 the work that I was doing for HNCO. It's a very
10 specific subset of offensive and defensive CyberAI
11 research and development.

12 Q. I wasn't asking about your specific work,
13 though. I just asked in general.

14 A. You asked in general relative to these
15 companies.

16 Q. Yes.

17 A. This specific work that I also do.

18 Q. Yes.

19 A. The type of work that they do within that small
20 domain of CyberAI work is small compared to the totality
21 of cybersecurity within the DOD. There are several
22 billion dollars of contracts in cybersecurity within the
23 DOD. Offensive and defensive, it's a very small subset.
24 Offensive, specifically, is an even smaller subset.
25 Most of this work is classified. I hope that helps.

1 Q. It does, thank you.

2 A. There's a very small number of people that even
3 work in this space that understand this space.

4 Q. So, these five companies represent a very narrow
5 space within the broader CyberAI market, is that what
6 you're telling me?

7 A. Within the broader cybersecurity market and even
8 within the CyberAI, or what we can term CyberAI, yes.

9 Q. So, you selected these five companies because
10 they're representative of a very specialized market?

11 A. Yes.

12 Q. And that's the market that your expert opinion
13 is premised upon?

14 A. Yes.

15 Q. Okay.

16 A. For this market analysis, yes.

17 Q. Do you know how many companies offer defensive
18 CyberAI products to the Department of Defense?

19 A. No, there are many and not all are actually
20 CyberAI.

21 Q. But you don't know the number, is that correct?

22 A. I don't know the number.

23 Q. Do you know how many contracts there were for,
24 let's say, fiscal year 2024 for CyberAI defensive
25 products with DOD?

1 A. I don't know.

2 Q. Is that at all relevant to your analysis?

3 A. No.

4 Q. We're talking about a very specialized market
5 here. Over the five-year period for your market
6 analysis, are these the only five companies that were
7 operating in that specialized market?

8 A. To the best of my knowledge, yes, it's an
9 exceptionally small community.

10 Q. And you define that market as CyberAI offensive
11 products for the Department of Defense?

12 A. No, this is broadly CyberAI, specifically
13 offensive and defensive cyber, that's using certain AI
14 products specific to classified programs within the DOD.

15 Q. So, these 77 contracts represent both offensive
16 and defensive contracts, right?

17 A. Correct.

18 Q. Okay. How many of the contracts are just for
19 offensive products?

20 A. You've asked this several times.

21 Q. Do you not know?

22 A. I've stated that the contracts in, say, that 77,
23 offensive work is often performed while doing defensive
24 research.

25 Q. Okay.

1 A. So, you could say all are offensive or some are
2 offensive, depending on your definition. My definition
3 is that all of them include some form of offensive
4 research.

5 Q. So, we're getting there. Is it your testimony
6 that there is no real distinction then between offensive
7 and defensive contracts?

8 A. From the position of research, no.

9 Q. Okay.

10 A. To be able to perform defensive research, you
11 have to do offensive work.

12 Q. So, let's set research aside, okay. The
13 purposes of your market analysis, all right?

14 A. Okay.

15 Q. The contracts, all right?

16 A. Okay.

17 Q. Is there a distinction between offensive and
18 defensive contracts?

19 A. If you're reading specifically the lettering or
20 the verbiage that's in each contract and it states it
21 specifically that it is a defensive product that is
22 required, then in the contract definition, no. But in
23 order to be able to perform the research and develop a
24 necessary -- be a performer on that contract then, yes,
25 you also have to do offensive research. That's the

1 nature of the work.

2 Q. Okay.

3 A. Any funding agency knows that.

4 Q. So, there are contracts for defensive products
5 but you need to have offensive know how in order to
6 effectively provide those products?

7 A. You are correct. As I stated earlier, in order
8 to understand your attacker, you have to attack
9 yourself.

10 Q. So, of the 77 contracts here, you don't make a
11 distinction between offensive and defensive operations,
12 is that correct?

13 A. I do not.

14 Q. Okay. We talked about these five companies.
15 Let's say hypothetically, let's say hypothetically the
16 total contract value for five years, four of these five
17 companies was 300 million, okay? Which I think means
18 then per company, that means for the five-year period it
19 would be 60 million per company, is that correct?

20 A. Okay.

21 Q. And then per year, 12 million?

22 A. Okay.

23 Q. Okay. Can we agree then that the total contract
24 value for that five-year period has a direct affect on
25 the yearly value average for each of those five

1 companies?

2 MR. WAREHAM: Objection, form and foundation.

3 THE WITNESS: Your question doesn't make sense
4 to me.

5 BY MR. GONZALEZ:

6 Q. Okay. Let try this a different way. You write
7 that the average value for each company's contracts per
8 year is 28.5 million, is that your conclusion?

9 A. Yes.

10 Q. If that number -- if the 713.85 million number
11 you selected was lower, would that affect your ultimate
12 conclusion about the 28.5 million?

13 MR. WAREHAM: Objection to form and foundation.

14 THE WITNESS: Sir, state that again.

15 BY MR. GONZALEZ:

16 Q. Sure. Your conclusion that the total value of
17 contracts awarded during the period was 713.85 million,
18 right?

19 A. That's correct.

20 Q. And from that, you reached a conclusion that
21 each company's contract value per year on average was
22 28.5 million, is that correct?

23 A. Based on this very narrow scope and analysis for
24 specifically CyberAI work specifically within the DOD,
25 yes, 713.85 million and an average value of 28.5 million

1 per year for each company.

2 Q. If the contract value was lower than 713.85
3 million, would that affect your ultimate conclusion of
4 28.5 or would 28.5 still remain your numerical
5 conclusion?

6 A. Of course that changes the math.

7 Q. How?

8 A. If your top line number changes, your result is
9 going to change.

10 Q. How will it change?

11 MR. WAREHAM: Objection, form and foundation.

12 THE WITNESS: The average value per year would
13 be different.

14 BY MR. GONZALEZ:

15 Q. Less?

16 A. If the number decreased for the total value,
17 yes, the average value would be less. If it increased
18 for the total value, then the average value would
19 increase.

20 Q. So, can we agree that the numbers provided in
21 your conclusion are -- your dependent on your top line
22 number?

23 A. It's dependent upon the contracts that were
24 available or publically listed during that period.

25 Q. Wasn't exactly my question.

1 A. I understand.

2 Q. So, what I want to know is, if the top line
3 number changed in your analysis and became lower, would
4 your bottom line number change and also become lower?

5 A. If the top line number increases, then the
6 bottom line number increases. If the top line number
7 decreases, then the bottom line number decreases.

8 Q. Okay.

9 A. Using this simple formula of an average.

10 Q. Okay. Let's go back to your expert report,
11 page 2. Third screenshot down, do you see awarding
12 office?

13 A. Yes.

14 Q. Okay. What was the awarding office in that
15 instance?

16 A. I can't see it here.

17 Q. I'm reading as AFLCMC HNCK?

18 A. HNCK, is that what you see here?

19 Q. Yep. That what I see.

20 A. Okay.

21 Q. Is that Air Force Life Cycle Management?

22 A. Yes, it is.

23 Q. And the bottom line says funding office, okay,
24 says the same thing?

25 A. I can't read it in my document.

1 Q. Okay.

2 A. I'll trust you.

3 Q. That's Air Force Life Cycle Management, right?

4 A. If it says LCMC, that is Life Cycle Management.

5 Q. It says, yes, AFLCMC?

6 A. So, Air Force Life Cycle Management, yes --
7 well, rather, Air Force Life Cycle Management Center,
8 that is the last C.

9 Q. Of the 77 contracts that you relied on in your
10 expert report, how many of them say Air Force Life Cycle
11 Management for awarding office and funding office?

12 A. I don't recall.

13 Q. So, at least some of them do not?

14 A. That's possible, yes.

15 Q. What, if anything, can you tell me about the
16 company Death Logics, LLC?

17 A. What do you want to know?

18 Q. I don't want to get into information that makes
19 you uncomfortable, so just a general overview of the
20 company that you can provide.

21 A. It's a small company located in San Antonio.
22 They primarily do work for the U.S. government,
23 predominately contracts within the DOD. I know that
24 they worked on several contracts within Air Force Life
25 Cycle Management, specifically HNCO.

1 Q. Okay. To your knowledge, do they focus on
2 offensive operations for DOD or defensive operations for
3 DOD?

4 A. Their personnel, who I know, do both.

5 Q. Okay. To your knowledge, do they have contracts
6 with DOD for defensive CyberAI work?

7 A. They did at one time. I don't know if they do
8 currently.

9 Q. Are any of those contracts included in your 77
10 for your market analysis?

11 A. Yes.

12 Q. If we removed the defensive CyberAI contracts
13 from your market analysis, so we have 77 and if we took
14 out the ones that were defensive CyberAI, can we agree
15 that the 77 number would be lower?

16 A. Your premise is irrelevant.

17 Q. Sir, I just need you to answer the question.

18 A. The premise is irrelevant.

19 Q. Can I ask it in a hypothetical way and then you
20 can explain but it's a hypothetical, and you're welcome
21 to tell me why I'm wrong.

22 A. Say it again, please.

23 Q. If we removed -- of the 77 contracts that you
24 relied on in your market analysis, if we remove the
25 contracts that were for defensive CyberAI operations,

1 would there be less than 77 contracts?

2 MR. WAREHAM: Objection, form and foundation.

3 THE WITNESS: This goes back to the same
4 question you've asked several times. My answer is
5 consistent, defensive cyber requires offensive cyber
6 work. Does that help?

7 BY MR. GONZALEZ:

8 Q. So, every contract that is for defensive cyber
9 operations is also a contract for offensive cyber
10 operations, is that your testimony?

11 A. As a subject matter expert, yes.

12 Q. Okay.

13 A. And vise versa.

14 Q. Have you ever provided CyberAI work for a
15 private company?

16 A. Yes.

17 Q. And that work also entailed offensive cyber
18 operations?

19 A. Yes.

20 Q. Did it entail cyber offensive work every time?

21 A. Within the domain of CyberAI, yes.

22 Q. Okay.

23 A. To some degree, yes.

24 Q. Let's focus, then, on your work in defensive
25 CyberAI.

1 A. Okay.

2 Q. You provided it to private companies, correct?

3 A. Yes, I worked at one.

4 Q. But when you were working at Leidos, you were
5 providing products to other companies, though, right?

6 A. I was building products within Leidos that were
7 then going to be used by the U.S. government.

8 Q. So, you were building products within Leidos
9 that were going to be used by the U.S. government?

10 A. Performing research and development, yes.

11 Q. So, when you were at Leidos, were any of the
12 products you were building provided to private
13 companies?

14 A. I don't recall.

15 Q. So, the majority of your work at Leidos was
16 developing products that were ultimately used for the
17 U.S. government, is that correct?

18 A. That was the goal, yes. There were several
19 companies we also collaborated with.

20 Q. So, it's 12:45. I think we could probably take
21 a break here.

22 MR. GONZALEZ: Fine with me.

23 MR. WAREHAM: Do lunch.

24 MS. SEEMAN: Can we go off the record?

25 THE COURT REPORTER: Off the record.

1 (Lunch recess was taken.)

2 BY MR. GONZALEZ:

3 Q. Let's take a look at your expert disclosure, I
4 think that is Exhibit Number 2. Page 3 of 4, second
5 paragraph down from the top, looking at the concluding
6 sentence, could you read that into the record?

7 A. Sure. Dr. Roe's opinion is that he has suffered
8 damages in the range between 5 million for the loss of
9 just the last contract, as well as forecasted damages of
10 approximately \$28.5 million per year.

11 Q. Okay. That 28.5 is the same number that's in
12 your expert report, correct?

13 A. That's correct.

14 Q. So, the case study analysis is how you arrived
15 at the 28.5 number in estimated damages, correct?

16 A. Correct.

17 Q. So, your forecasted damages is the average value
18 of contracts per year for the five companies that you
19 selected?

20 A. Correct.

21 Q. Okay. Am I correct that your forecast damages
22 is based in part on contracts that were not with HNCO?

23 A. Correct.

24 Q. Am I correct that your forecasted damages is
25 based on contracts that are listed for defensive cyber

1 operations?

2 A. It would include both offensive and defensive,
3 predominately offensive cyber.

4 Q. Okay. So, my question was a little different
5 but that is a caveat which is important. So, your
6 forecasted damages, though, are based in part on
7 contracts that were for defensive cyber operations, is
8 that right?

9 A. Yes, but with that caveat we said earlier, I
10 stated earlier, that any defensive work requires
11 offensive work. My speciality here is offensive cyber.

12 Q. I'm asking, though, what the contract was listed
13 as, for defensive cyber operations, right? You're
14 telling me what's actually entailed, there's a
15 difference, right?

16 A. There is.

17 Q. And some of the contracts that were involved in
18 your damages forecast were identified or listed for
19 defensive cyber operations, correct?

20 A. Yes, but it's my subject matter expertise that
21 helps me understand that these contracts, while they
22 might state something that is strictly defensive, I know
23 differently as a subject matter expert that these
24 actually include offensive work, specifically the type
25 of offensive work that I do.

1 Q. So, it's your testimony that all of the
2 defensive contracts of the 77 in your expert report that
3 list defensive operations as their subject matter are,
4 in fact, also offensive?

5 A. That's correct.

6 Q. Okay. Is it your testimony here today that you
7 could have obtained any of the 77 contracts in your
8 expert report?

9 A. That I, as an individual, could obtain those?

10 Q. Yes.

11 A. Absolutely.

12 Q. Is it an assumption in your expert report that
13 you would have obtained any of those 77 contracts?

14 A. There's no assumption in the report that states
15 that.

16 Q. But I'm asking you not if it's stated but is it
17 an assumption in your analysis?

18 A. It's possible that anybody that's doing work in
19 this very unique area of offensive cyber, would obtain
20 work with the U.S. government doing offensive cyber,
21 myself included.

22 Q. So, let me ask this a different way --

23 A. The U.S. government has very few people to go to
24 in this country to be able to do this sort of work.

25 Q. Speak up a little bit.

1 A. Sorry.

2 Q. Is there an assumption in your expert report
3 that you would have been on any of these 77 contracts,
4 if not for the actions of the Defendants?

5 A. Yes.

6 Q. Okay. Is there an assumption in this report
7 that you would have won the contracts that you bid on,
8 if not for the actions on the Defendants?

9 A. I want to get a refinement on the question, what
10 do you mean by "assumption in this report"?

11 Q. So, you have assumed that you would have won
12 these contracts if you had applied and if not for the
13 actions of the Defendants, correct?

14 A. That's correct.

15 Q. Is it your assumption that you would have won
16 all of the contracts?

17 A. Not all, no.

18 Q. Is it your assumption that you would have lost
19 some contracts?

20 A. Some, yes.

21 Q. I don't see that anywhere in this expert report.
22 Did you assume anywhere in this expert report that you
23 would have lost any of the contracts you bid on?

24 A. I didn't make any assumptions that I was
25 applying for contacts within this report. The report or

1 the assessment or the analysis was strictly based on who
2 performed during that five-year period, no assumptions.

3 Q. So, the 28.5 million in forecasted damages per
4 year, okay, are you saying that that damages is not
5 damages that you personally sustained?

6 A. The 28.5 million a year is, as an average, if
7 you will, the total quantity of money available per year
8 on average for CyberAI work. There are very few
9 performers in this country able to do that work, I am
10 one of them. Specifically, work with the U.S.
11 government, specifically with the DOD, specifically
12 within HNCO, specifically somebody that has a top secret
13 SCI clearance that also is an expert in offensive and
14 defensive CyberAI.

15 Q. So, I'm going to go back to that sentence in
16 Exhibit Number 2. It says, Dr. Roe's opinion is that he
17 suffered damages, do you see that?

18 A. Yes, sir.

19 Q. And then the last clause says, as well as
20 forecasted damages of approximately \$28.5 million per
21 year do you see that?

22 A. Yes.

23 Q. Do you agree with that statement?

24 A. I do.

25 Q. Okay. Is it -- is there an assumption in this

1 expert report that you would have bid on contracts and
2 lost them?

3 A. I would not assume to bid on contracts and lose
4 them.

5 Q. Okay.

6 A. I'm one of the best in this field.

7 Q. So, your assumption is given that you are one of
8 the best, if you had bid on a contract, you probably
9 would have won it?

10 A. Yes.

11 Q. So, that goes back to my original question, your
12 assumption in this expert report is that if you had bid
13 on a contract, you would have won it.

14 A. Yes.

15 Q. Okay. Of the 77 contracts in this expert
16 report, how many did you bid on?

17 A. Zero.

18 Q. And is the reason you didn't bid on them because
19 of the action on the Defendants?

20 A. Yes, I was told in advance I would not be
21 competitive on any CyberAI projects in this domain. But
22 that goes outside this analysis.

23 Q. So, if it's between you and Kudu for a contract,
24 you're going to win 100 percent of the time?

25 A. I can't state conclusively, no.

1 Q. You're going to win almost all of the time?

2 A. I can't state conclusively.

3 Q. So, there is a possibility in your mind that if
4 you had competed with Kudu, notwithstanding the actions
5 of the Defendants, you may not have gotten the
6 contracts?

7 A. I've competed with Kudu in the past and won.

8 Q. That wasn't my question, though. My question
9 was, is there doubt in my mind that if you had competed
10 for any of the 25 contracts that are listed for Kudu,
11 that you would have lost some of those contracts?

12 A. I think it's possible that if we competed
13 head-to-head with exactly the same technology, it would
14 be a toss up.

15 Q. Okay.

16 A. If we had different technologies and they had a
17 technology that was better than mine for that particular
18 contract, it's likely that they would win. If I had
19 better technology for that particular contract, it's
20 likely that I would win it.

21 Q. So, I think you're saying then depending on the
22 circumstance, you could have lost out on some contracts
23 competing directly with Kudu, correct?

24 A. Depending on the contract.

25 Q. Okay. Of the 25 contracts that are listed for

1 Kudu, how many of those do you think you would have won,
2 if you had bid?

3 A. I'd have to go through ever single contract
4 before I could give you an answer.

5 Q. But you've assumed in your expert report that
6 you would have won any of them, correct?

7 A. I would have won several of them, yes.

8 Q. I didn't say "several". Any. My question is,
9 you've assumed in your expert report that you would have
10 won any of them, is that correct? Yes?

11 A. Yes.

12 Q. That assumption that you would have won any of
13 them, is that based on some sort of methodology or what?

14 A. What do you mean, "based on some sort of
15 methodology"?

16 Q. So, just what is your basis for the assumption
17 that if -- you would have beat Kudu out on any of the
18 contracts?

19 A. Several of the top technology that I've brought
20 forward over the last decade or so has outperformed
21 their technology head-to-head. I'm one of the top
22 integrators in this space. I also define the field at
23 NSA.

24 MS. SEEMAN: Can you repeat that, sorry?

25 THE WITNESS: I said, I also defined the field

1 at the National Security Agency.

2 BY MR. GONZALEZ:

3 Q. What do you mean, "you defined the field at the
4 NSA"?

5 A. I'm considered the godfather of CyberAI at NSA.

6 Q. How many employees does Kudu have?

7 A. Currently, I don't know. I think I listed the
8 number of employees at the time of this report, 112.

9 Q. Okay. When you had your consultancy, did you
10 have any employees working under you?

11 A. No.

12 Q. For your LLC, did you ever hire any employees to
13 work under you?

14 A. No.

15 Q. But your assumption is that you would have been
16 able to compete with Kudu, regardless of the difference
17 in size?

18 A. Absolutely, the contract value has nothing to do
19 with the size or capability of the AI. I can scale all
20 of my AI with GPUs. I don't need employees.

21 Q. So, I think on average for the five companies
22 that you selected, there were like 84 employees on
23 average, right?

24 A. Okay.

25 Q. Your testimony here is that you could compete

1 with a company at scale that has 84 employees?

2 A. Head-to-head every time. My work scales with
3 GPUs.

4 Q. What's that mean, "your work scales with GPUs"?

5 A. Meaning, I can accomplish more in the same
6 amount of time as people. I don't have to scale with
7 people. I can scale with compute. That's often why my
8 work is more innovative than several of these other
9 companies. That's why I've helped several of these
10 company innovate in this space.

11 Q. Would the fact that you're just one person
12 exclude you from bidding on any of the 77 contracts?

13 A. No.

14 Q. Did any of the 77 contracts necessarily require
15 more than one person working on them?

16 A. Not necessarily, no.

17 Q. What do you mean, "not necessarily"?

18 A. Contracts don't necessarily define the number of
19 people that are necessary. They define the technology
20 that's required.

21 Q. Okay.

22 A. They might describe roles and responsibilities
23 but that could be done by one person.

24 Q. And you looked up the contract requirements for
25 each of these 77 contracts?

1 A. Not all 77.

2 Q. Not all 77?

3 A. I'm very familiar with many contracts, I've
4 worked on hundreds.

5 Q. Okay.

6 A. So, it's based on my expert opinion.

7 Q. When you say "you've worked on hundreds of
8 contracts", are these DOD contracts?

9 A. Yes, over my career, yes, these are all DOD
10 contracts.

11 Q. And some of them are in CyberAI?

12 A. Yes, many.

13 Q. Approximately how many are in CyberAI?

14 A. I don't recall.

15 Q. Can you give me an estimate?

16 A. 50 or 60, more, maybe.

17 Q. So, you've worked on 50 or 60 CyberAI contracts
18 in the course of your career?

19 A. Sorry. 50 or 60 contracts associated with
20 cyber. Specifically CyberAI, maybe dozens.

21 Q. Dozens.

22 A. And I've reviewed dozens more, hundreds more.

23 My role at Leidos, I was required to look at hundreds of
24 contracts.

25 Q. Did you consider for your case studies using any

1 entities that are more similar to your situation?

2 A. Such as?

3 Q. Smaller.

4 A. I'm sorry, such as?

5 Q. So, on average the five companies that you
6 selected have 84 employees, all right? Did you consider
7 for your case studies using any companies that were
8 smaller than an average of 84 employees?

9 A. No, it's irrelevant.

10 Q. Why is it irrelevant?

11 A. Because they were not competitive in this space.
12 They did not have the requisite knowledge to be able to
13 do this work. The body of people that exists to do
14 CyberAI work specifically within this domain is
15 exceptionally small, these are the five.

16 Q. Do you know if HNCO currently have offensive
17 cyber contracts with any entities beyond these five?

18 A. I don't know.

19 Q. Do you know if DARPA has offensive cyber
20 contracts with any entities other than these five?

21 A. Absolutely.

22 Q. Okay. What entities?

23 A. I don't know them. Leidos is one.

24 Q. So, why didn't you use Leidos then as one of
25 your comparators?

1 A. For this time period doing specifically what I
2 was doing? They're not doing exactly the same thing.
3 This market analysis was very specific to what was being
4 done at HNCO at which the time I was doing my work.
5 It's a very specific niche or small area of CyberAI work
6 that includes offensive -- predominately offensive work,
7 specifically at TS/SCI level and, specifically,
8 compartmented level.

9 Q. So, you identified these companies not just
10 because they do offensive cyber work, but because they
11 do a specific kind of CyberAI work, is that correct?

12 A. Correct, that's a fair market analysis. It
13 would be unfair otherwise.

14 Q. But there are other companies beyond these five
15 that do CyberAI work in general, like Leidos?

16 A. There are other companies that do cyber work in
17 general. There are thousands.

18 Q. But offensive CyberAI work in general?

19 A. No.

20 Q. These are the only five?

21 A. There are other companies that do offensive
22 cyber work. There are other companies that purport to
23 do offensive CyberAI work. But within the TS/SCI
24 specifically compartmented levels, these are the five
25 that do that for the Air Force. That was the

1 comparison.

2 Q. Right, okay. So, I think you're telling me
3 there are other CyberAI -- there are other CyberAI
4 companies that do CyberAI offensive work for the DOD but
5 not the Air Force?

6 A. There are other companies that do CyberAI work
7 for the DOD and the Air Force that are -- where the
8 technology is different than what was being developed
9 for HNCO.

10 Q. So, your market analysis is really specific to
11 the products and services that were being solicited by
12 HNCO?

13 A. Yes.

14 Q. It doesn't encompass products and services in
15 cyber offensive field that were provided to other
16 entities within the DOD?

17 A. It does include aspects of what happens within
18 the DOD, other aspects, specifically the TS/SCI level
19 and specifically the compartmented level. There is
20 overlap in other departments.

21 Q. Okay.

22 A. I can't discuss the details.

23 Q. Have you ever bid on a subcontract?

24 A. I have not bid on a subcontract as a consultant.

25 Q. Okay. Have you ever worked on a subcontract?

1 A. Yes, I have.

2 Q. How did you obtain that subcontract?

3 A. That work was done -- in this example of CyberAI
4 work, the work was done at Leidos. I've worked on other
5 subcontracts with other technologies.

6 Q. Have you ever been on a prime contract?

7 A. As a consultant?

8 Q. As a consultant.

9 A. No.

10 Q. Has Roysdon, LLC?

11 A. No.

12 Q. So, you have never been on a prime contract?

13 A. I have at Leidos.

14 Q. Okay. So -- but that was Leidos bidding on the
15 prime contract, right?

16 A. I was a dominant factor in that, yes.

17 Q. That was Leidos bidding on the contract,
18 correct?

19 A. Yes.

20 Q. Okay. How many employees does Leidos have?

21 A. 48,000.

22 Q. Other than your work for Leidos, have you ever
23 bid on a prime contract?

24 A. In CyberAI, no.

25 Q. Other than CyberAI?

1 A. As a consultant, no. As an individual helping
2 another company, yes.

3 Q. Tell me about that circumstance, please.

4 A. I helped write and do the numerical analysis for
5 several contracts that were awarded to StarNav.

6 Q. So, StarNav was the one that applied for those
7 contracts, correct?

8 A. That's correct. I was recruited as a technical
9 expert.

10 Q. How many employees does StarNav have?

11 A. Maybe 10.

12 Q. I just want to make sure I understand that. As
13 either Roysdon, LLC, as a consultant or just you
14 personal, you have never bid on a prime contract,
15 correct?

16 A. I have never bid on a prime correct. I've been
17 recruited to work on contracts.

18 Q. Got it.

19 A. In the case of the work that I did for HNCO, I
20 was recruited because my subject matter expertise, at
21 the time, I was the only person that could do this work
22 in the U.S. government at the TS/SCI level, specifically
23 in the compartmented level.

24 Q. I'm aware. I've done my research. I'm just
25 asking about the bid, though?

1 A. I did not have to bid.

2 Q. Have you ever then been the contractor for a
3 prime contract?

4 A. I'm sorry, say that again.

5 Q. Have you ever entered into a contract for a
6 prime contract?

7 A. As a consultant, no.

8 Q. Okay.

9 A. I did my work as a 1099.

10 Q. So, through your consultancy, you have accepted
11 and been the one who won a prime contract?

12 A. Yes.

13 Q. Tell me about that.

14 A. As I said, there was no bid. I was recruited.
15 That work was done that GITI. That contract award was
16 money that was filtered from HNCO because the work was
17 done at HNCO through AFRL to GITI on the aptitude
18 contract.

19 Q. Were you a subcontractor with GITI?

20 A. I was listed as a consultant on a 1099.

21 Q. But that contract that you're referring to was
22 GITI's contract, right?

23 A. That was GITI's contract.

24 Q. Okay. So, through your consultancy, you've
25 never been the primary face of a contract with HNCO, is

1 that correct?

2 A. Correct.

3 Q. And you've never personally had a prime
4 contract, is that correct?

5 A. Correct, I didn't need to.

6 Q. You've projected your damages at 28.5 million a
7 year, right?

8 A. Based on the numbers that are available, yes.
9 But I think it states here that it's a range between 5
10 and the loss. The forecasted damages of approximately
11 28.5 million.

12 Q. Okay. So, are you saying that for like 28.5
13 million per year, that could have been less?

14 A. If the contract awards for those years for less
15 then, yes, those could be less.

16 Q. Okay. What's the floor of what your forecasted
17 damages could have been for, let's say, 2022?

18 A. That's speculation, I can't speculate.

19 Q. What's the ceiling of what your forecasted
20 damages could have been for 2022?

21 A. 28.5.

22 Q. Okay.

23 A. On average. You're asking a specific year, we
24 have to average out that one year. This is an average
25 over five years.

1 Q. Okay. So, you don't know what your forecasted
2 damages would have been for year 2022, is that correct?

3 A. I'd have to recalculate it. I don't know
4 offhand.

5 Q. And how would you recalculate that?

6 A. Going back to the market analysis using the data
7 that's available on usaspending.gov.

8 Q. But, like, walk me through how that works for
9 2022.

10 A. Again, using the website and filtering by year,
11 filtering by department, filtering by awarding agency,
12 and then filtering by the type of work specifically, and
13 then researching every single one of the contracts, make
14 sure they're aligned with exactly the same type of work
15 that I was doing at HNCO.

16 Q. Now, for that analysis, is that contracts that
17 were entered into in 2022 or contracts that were entered
18 into before?

19 A. Those are awards based on that year.

20 Q. Okay.

21 A. Those are payments made during that year.

22 Q. Payments made during that year?

23 A. That's correct.

24 Q. A payment, though, could occur during 2022 for a
25 contract that was entered into earlier, though, right?

1 A. '21, sure. It also could be for that same year.

2 Q. So, let me ask you this, is it your testimony
3 that there were no CyberAI contracts at all in the
4 market for 2019?

5 A. There were many contracts that were listed as
6 AI-enabled contracts. They were not specifically
7 CyberAI contracts, there's a difference. The field of
8 AI was emerging, basically did not exist before 2019.

9 Q. What do you forecast your damages to be for
10 2021?

11 A. Again, I'd have to look at the numbers.

12 Q. So, you don't know sitting here today?

13 A. Same answer as before.

14 Q. Do you not know sitting here today what your
15 forecasted damages would be for 2021?

16 A. I'd have to go back and calculate for that year
17 specifically, and specifically for CyberAI, and
18 specifically for HNCO.

19 Q. Sitting here today, do you know what your
20 forecasted damages are for the year 2021?

21 A. No.

22 Q. You didn't perform that calculation in your
23 report, correct?

24 A. I did not.

25 MR. WAREHAM: Objection, form and foundation.

1 BY MR. GONZALEZ:

2 Q. I'm sorry, what was your answer?

3 A. I did it as an average over five years.

4 Q. What was your approximate income in 2019 from
5 all sources?

6 A. Is that relevant?

7 Q. Do you not think it's relevant?

8 A. I don't think it's relevant.

9 Q. What was your approximate income for 2020 from
10 all sources?

11 A. I don't think that's relevant to this analysis.

12 MR. WAREHAM: There's no objection. You need to
13 answer the question, if you know.

14 THE WITNESS: Okay.

15 BY MR. GONZALEZ:

16 Q. What was your approximate income in 2022 from
17 all sources?

18 A. Approximate income at that time was about
19 300,000.

20 Q. Let me ask you this, why don't you think it's
21 relevant what your income was in 2019?

22 A. Relevance of income relative to a market
23 analysis, there's no relation.

24 Q. You're also forecasting your anticipated earning
25 in this expert report, is that correct?

1 A. That's correct.

2 Q. Do you not think that it is important to know
3 what someone made in order to forecast what they could
4 have made?

5 A. No.

6 Q. Okay.

7 A. Because what that person could have made based
8 on the contracts that are available during that time has
9 nothing to do with how much they make.

10 Q. Okay.

11 A. You, for example, could be a billionaire
12 expecting to make 28 thousand or 28 billion each year.
13 Has nothing to do with how much you make. It's the
14 expected contracts that are available.

15 Q. Have you ever before calculated -- let me ask
16 you this, I asked you earlier if you know what a
17 vocational expert was?

18 A. Yes.

19 Q. Have you ever done any vocational expert work?

20 A. Could you redefine vocational expert?

21 Q. Earnings loss, have you ever performed any
22 expert work in the category of earnings loss?

23 A. Absolutely.

24 Q. Okay. Tell me about that.

25 A. I've worked on several analyses where earnings

1 were lost and -- I mean, this is a simple data science
2 problem that a lot of data scientists will do. I've
3 done data science for many years. You look at available
4 data on a variety of different websites, whether
5 government websites or internal data, and analyze the
6 potential for contract wins, what would be called a
7 probability of win, or P-win, against losses.

8 Probably of loss, or P-loss. Assess the
9 differences and then figure out what led to those wins
10 or losses to maybe reinforce certain techniques that a
11 company might use to either improve these techniques or
12 change their techniques to improve a safety win. In
13 both cases, you're going to look at P-win versus P-loss.

14 Q. Did you perform that P-win/P-loss analysis in
15 this expert report?

16 A. Certainly those techniques were included in
17 this. I have a background in data science and I'm going
18 to use those techniques for this analysis.

19 Q. I didn't ask if you would. Did you?

20 A. Absolutely.

21 Q. And how many losses did you calculate in this
22 expert report?

23 A. I don't recall.

24 Q. Okay.

25 A. This report was strictly about contract wins.

1 Q. Okay.

2 A. And specifically contract wins that were
3 publically available information on usaspending.gov and
4 specifically filtered to agency or HNCO work.

5 Q. So, let me ask you, why did you deviate from the
6 P-wins verse P-losses methodology when doing this expert
7 report?

8 A. It wasn't relevant.

9 Q. Why?

10 A. The analysis here is to determine what the
11 damages were. In order to determine damages, you need
12 to figure out how many wins you could have had to assess
13 damages. Damages doesn't include losses, that's a
14 double negative.

15 Q. Okay. What's the process of entering into a
16 subcontract with someone that holds a prime contract?

17 A. It varies by the contract, to be honest.

18 Q. Is there a bidding process?

19 A. Entering into a subcontract, again, it depends
20 on the contracts. Sometimes you align a subcontractor
21 with a prime contractor based on a relationship or prior
22 existing relationship or based on the desire of the
23 awarding agency's needs or requests or demands, it
24 varies. Not a simple answer, I apologize.

25 Q. Do you know what the concept of an error rate

1 is?

2 A. Yes.

3 Q. Does this expert report incorporate any type of
4 error rate, for example, whether you wouldn't be able to
5 enter into a contract?

6 A. It's for a market analysis. I'm not going to
7 include an error rate.

8 Q. Do you know what the Federal Acquisition
9 Regulation guidelines are?

10 A. The FAR?

11 Q. Yes.

12 A. I'm familiar with it.

13 Q. Do you know what the DFAR is?

14 A. It's the defense version of this, I believe.

15 Q. Exactly. Are there any requirements for a prime
16 contractor under the FAR in the CyberAI space?

17 A. I don't know.

18 Q. Does a cyber contract -- I'm sorry. Does a
19 prime contractor in the CyberAI space need security
20 personnel?

21 A. I'm sorry, say that question again.

22 Q. Sure. Does a prime contractor in the CyberAI
23 space need security personnel in order to enter into a
24 contract with the Department of Defense?

25 A. Does a prime contractor --

1 Q. Yes.

2 A. -- or a subcontractor?

3 Q. Prime contractor.

4 A. I'm not sure, I can't state with certainty.

5 Q. Does a prime contractor need any type of
6 certification under FAR in order to enter into a prime
7 contract in the CyberAI space?

8 A. Certification or like a registration, like a
9 cage code?

10 Q. Certification.

11 A. I'm not certain.

12 Q. Have you ever worked on a large prime contract?

13 A. Yes, I have.

14 Q. Are there any requirements under the FAR in
15 general to have some sort of contract manager on the
16 prime contract on the company's side?

17 A. I'm not sure. I have not memorized the FAR or
18 the DFAR. It's thousands of pages of details.

19 Q. Are prime contracts typically with large
20 companies?

21 A. No.

22 Q. Are they typically with smaller companies?

23 A. It's not typically with either company.

24 Q. Is your expert report based solely on prime
25 contracts?

1 A. The data contained in this report is based on
2 prime contracts.

3 Q. So, you did not consider whether you could have
4 worked on subcontracts under the prime contracts in this
5 report?

6 MR. WAREHAM: Objection to form, foundation.

7 THE WITNESS: I noted in the report that each of
8 these, and I put in parenthesis prime contractor in each
9 of these, the values that I was providing was based on
10 the prime contractor. I also noted that had we
11 considered additional contracts as subcontractors, then
12 the numbers would have been much larger. Therefore, the
13 averages for year, the value of 28.5 million per year,
14 would have been much larger. To narrow the scope of the
15 analysis, I only included prime contractor, prime
16 contractor contracts.

17 MR. GONZALEZ: Could you read my question back
18 to me?

19 THE COURT REPORTER: So, you did not consider
20 whether you could have worked on subcontracts under the
21 prime contracts in this report.

22 MR. WAREHAM: Same objection.

23 BY MR. GONZALEZ:

24 Q. Do you want me to state it again?

25 A. Please.

1 Q. In your expert report, do you consider whether
2 you could have worked under subcontracts to the prime
3 contracts that you've identified in your report?

4 A. I did not consider subcontracts. I considered
5 prime contracts only.

6 Q. Okay.

7 A. Keeping in mind, subcontracts and prime
8 contracts do not necessarily define the dollar amount.
9 In fact, some subcontracts are the majority of the
10 dollar amount of the prime contract, as in, could be
11 90 percent of the prime contract or more or less.

12 Q. Of the subcontracts to the prime contracts in
13 this report, did you apply to any of those subcontracts?

14 A. I did not.

15 Q. Could you have been competitive for any of those
16 subcontracts?

17 A. Yes.

18 Q. If you had worked on any of those subcontracts,
19 would that have mitigated your damages in any way?

20 A. If I was not barred -- this gets into something
21 outside of this analysis -- but if I was not barred from
22 doing this sort of work, then it would have mitigated my
23 damages.

24 Q. Okay. So, hypothetically speaking, if you were
25 not, as you say, barred, your damages would have been

1 mitigated if you had worked on subcontracts to the 77
2 contract you listed in your expert report, correct?

3 MR. WAREHAM: Objection, form and foundation.

4 THE WITNESS: In the hypothetical case, that's
5 possible.

6 BY MR. GONZALEZ:

7 Q. Did you make any attempts to try to work on any
8 of those subcontracts?

9 A. I answered this before. I was told I would not
10 be competitive on these contracts.

11 Q. So, I'm trying to keep it in the scope of what
12 you want me to keep it in the scope of, so my questions
13 aren't getting into the response you want to give me so
14 I'm going to ask it again.

15 A. Okay.

16 Q. I'm not asking what you were told or not told, I
17 don't want to get into that. That will be for a
18 separate deposition.

19 A. Okay.

20 Q. But if you give me that, then you're opening the
21 door, as they say.

22 MR. WAREHAM: I'm actually a little confused
23 because this was discussed earlier, so I'm not objecting
24 to scope. Go ahead and ask the question. He was
25 informed not to, so if that's your question, I'm fine

1 with that. That, I think, does go into the analysis and
2 it does into lost opportunity damages.

3 MR. GONZALEZ: Jason.

4 MR. WAREHAM: Yes, do what you mean.

5 BY MR. GONZALEZ:

6 Q. So, did you attempt to enter into any of the
7 subcontracts under the 77 contracts you've listed in
8 your expert report?

9 A. No. Thank you for refining the question.

10 Q. So, I realize your expert report is very narrow
11 but I want to just ask a little bit about the CyberAI
12 market in general.

13 A. Okay.

14 Q. How many government customers are there in a
15 CyberAI market? So, we know HNC0, right, we know DARPA?

16 A. It could be in the several hundreds, easily.

17 Q. Okay.

18 A. In the government space -- in the DOD,
19 specifically, it could be in the several hundreds.

20 Q. In DOD, specifically, it could be in the several
21 hundreds?

22 A. Yes, absolutely. In each of the different
23 offices -- you're asking -- let me see if I understand,
24 you're asking about cyber broadly?

25 Q. CyberAI.

1 A. CyberAI broadly?

2 Q. This is helpful, let me narrow it. How many
3 government customers, DOD government customers, are
4 there in the CyberAI market?

5 A. Today?

6 Q. Yes.

7 A. Offensive or defensive?

8 Q. Offensive.

9 A. Very few.

10 Q. Okay. What are those government customers?

11 MR. WAREHAM: Assuming public information.

12 THE WITNESS: Agencies that are publically
13 known, there are many. Cybercon, I believe, has several
14 public contracts or work that you could find today.
15 There are many. It's difficult for me to know the
16 totality in what exists today because the field has
17 grown so much. It was easier in 2019 because there just
18 was not anybody doing this work. Does that help?

19 Q. Let's take approximately 2024, okay. More than
20 10?

21 A. More than 10.

22 Q. More than 10, okay. So, in 2024, there were
23 more than 10 DOD government customers in CyberAI
24 offensive operations?

25 A. Offensive operations, yes, but I think the

1 answer is more nuanced, specifically if we're going to
2 consider the work that I was doing in HNCO. That
3 specific aspect of offensive cyber work, specifically
4 CyberAI work, is still very limited.

5 Q. Okay.

6 A. And there just are not many people in this
7 country that do that work. It's a handful of people and
8 in that handful of people, there are only a few that are
9 experts. I'm one of them.

10 Q. What I think I understand you saying is,
11 specific to the specialized work that was in HNCO, very
12 few government customers. But when it comes to DOD
13 customers for offensive cyber work in general, there are
14 more than ten?

15 A. Offensive cyber work in general, yes. This
16 would be something that would encompass like red and
17 blue team operations, or what's considered purple team
18 operations, to do penetration testing of networks.
19 There are many companies that do this sort of work.
20 Leidos, for example, does this work, so does
21 Bruce Allen, ManTech, Raytheon, Locke Heed, they offer
22 services doing some sort of cyber penetration testing or
23 capture of light operations.

24 Q. Outside of the specific work that you identified
25 at NHCO, have you applied to perform offensive cyber

1 operations for any of those ten-plus other government
2 customers?

3 A. No, that's not my speciality. I have expertise
4 in those areas but my speciality is very unique.

5 Q. You do have expertise in those other areas,
6 though?

7 A. I do, yes.

8 Q. Okay. Can we go off the record?

9 (Short recess was taken.)

10 MR. GONZALEZ: I have no more questions,
11 Dr. Roysdon. Thank you. I don't know if your counsel
12 does.

13 MR. WAREHAM: Yes, I do have some.

14 THE WITNESS: Thank you.

15 CROSS-EXAMINATION BY COUNSEL FOR PLAINTIFF

16 BY MR. WAREHAM:

17 Q. So, Dr. Roysdon?

18 A. Yes.

19 Q. Let's start with your training and education,
20 formal training and education. Can you just run through
21 that briefly?

22 A. How much of it, just degrees?

23 Q. Degrees.

24 A. Background?

25 Q. Yep.

1 A. I've got a dual bachelor's degree in aerospace
2 and mechanical engineering. Several master's degrees in
3 the same, aerospace and mechanical and electrical
4 engineering. I have a dual Ph.D. in the electrical
5 engineering department, with a dual focus of applied
6 math and probability theory. I've also studied
7 extensively outside of that. For example, I've studied
8 graduate -- the complete series of material for graduate
9 level theoretical physics and constitutional law,
10 specifically focused on AI.

11 Q. So, most of us in this room don't have a
12 functional understanding of what those degrees mean what
13 you studied, okay. So, can you run through in order to
14 obtain those degrees, what subjects are you studying?

15 A. That's a broad range. Study mathematics,
16 physics, chemistry. Also study history, economics,
17 political science. Different discipline within
18 engineering so that includes mechanic structures,
19 electronics, computer systems, a lot of software
20 development. Kind of all the fundamental underpinnings
21 of, for example, CyberAI which is pertinent to this
22 particular discussion today. There are several others,
23 it's a vast set of courses and disciplines.

24 Q. Did your academic training include mathematics,
25 you said?

1 A. Yes, a lot.

2 Q. How much?

3 A. Undergraduate, I had four years of mathematics
4 with a math class every quarter, including over the
5 summers. The Ph.D. was all mathematics.

6 Q. Did that include applied mathematics?

7 A. It did, there was a lot of mathematics in all of
8 the graduate degrees.

9 Q. Did you study any statistics?

10 A. In most of that, yes, there are statistics, both
11 basic statistics and advanced statistics.

12 Q. Have you ever studied any form of modeling?

13 A. Absolutely, all sorts of modeling, physical
14 modeling -- or physic-based modeling, as well as
15 numerical modeling or estimation. That would include
16 things like modeling things of a pandemic, which was
17 convenient four years, modeling of markets, modeling of
18 cyber attacks, like intrusion detections, modeling of
19 unrest in foreign countries. Those (inaudible) stuff
20 that I did for the agency.

21 Q. Are you ever published any textbooks or academic
22 articles related to AI engineering or computational
23 systems?

24 A. Yes, I have authored peer-reviewed textbooks in
25 math and AI. I've authored at least 60 peer-reviewed

1 publications on the topics of math and AI and various
2 aspects of engineering, and co-authored dozens more.

3 Q. Have you -- have any of the books or articles or
4 publications of any kind address the aggregate of
5 mathematical modeling to real world scenarios?

6 A. Absolutely, I've read literally hundreds of
7 textbooks. There's a period over the last many years
8 where I was reading, on average, about five textbooks a
9 week. Dozens of papers in like medical journals and law
10 journals and math journals each week. Often, I'm
11 looking at papers that talk about modeling, statistical
12 modeling specifically, and mirror modeling on a variety
13 of topics, including things that are relative to
14 economics.

15 Q. So, I want to understand better the phrase,
16 "five textbooks a week" because to the rest us of, that
17 seems crazy. Can you please describe in detail your
18 ability to digest knowledge?

19 A. I'm an avid reader. I go through periods where
20 I have an insatiable thirst on a particular topic. For
21 example, there was a period a couple years ago where I
22 read about 20 theoretical physic books in the span of
23 two weeks.

24 Q. And what does that look like when you're reading
25 a textbook?

1 A. I'm a deliberative reader. I'm not a passive
2 reader so I often take notes, make marks in my books,
3 and usually provide some sort of a summary often so that
4 I can remember all the stuff that I read and cross
5 corollate that with other books that I've read. It's
6 actually pretty interesting.

7 Sometimes you read certain books by certain
8 authors, say physicists or mathematician, and they
9 happen to reference something by another mathematician
10 during their time or before their time mentions and it
11 kind of becomes like, what people call an Easter egg or
12 an inside joke. That's actually rather interesting to
13 find those events or those pieces of information in
14 those books. And then for the while, I was posting my
15 reviews publically. I had to take those down with my
16 current job.

17 Q. What's the faster you've ever read a textbook?

18 A. In evening, several hours.

19 Q. Have you ever had your IQ studied?

20 A. Yes.

21 Q. What were the results of that study?

22 A. I've had it studied three times. The last set
23 of results that I had pertained to some work that I was
24 doing with the U.S. government. The actual result that
25 was disclosed to me was 174.

1 Q. Where does that fit on a range?

2 A. 140 and above is considered genius level.

3 Q. Can you walk me through your last two
4 professional roles, the one you're currently in and the
5 last one?

6 A. Can you elaborate?

7 Q. Sure. What do you do now?

8 A. Currently, I am the principal deputy director of
9 national intelligence.

10 Q. And what does --

11 A. Sorry. Currently, I am the deputy director of
12 national intelligence. The P came from specifically
13 within the directorate, I oversee policy and
14 capabilities.

15 Q. That's fine, you gave yourself a promotion. So,
16 what is the scope, generally in plain language, of the
17 policies and capabilities division? Be as unclassified
18 at you possible can.

19 A. I will try. Policy and capabilities oversees
20 policy for the intelligence community. Prints all
21 policy that flows down from the DNI. So, it'd be like
22 policy and guidelines of the DNI as dictating to the
23 other 18 elements of the intelligence community. It
24 also includes, until recently, IC human capital. So, I
25 kind of oversee the billets and clearances and

1 professional development of the intelligence officers
2 cross the intelligence community. The portfolio also
3 include science technology, so it's overseeing all the
4 major programs and acquisition programs within the
5 intelligence community.

6 So, that would include purchases, acquisitions,
7 et cetera. Things that would go to, say, NRO, or NSA,
8 or CIA. Also, requirements and analysis, market
9 assessments, modeling. Those are also part of the
10 portfolio and all those elements report to me. The
11 funding of a lot of things that are within the, what's
12 called the NIP budget. The NIP is the, kind of national
13 intelligence budget where the MIP is the military
14 intelligence budget of the DOD. So, the majority of the
15 NIP budget goes through me. I think that's all that I
16 can say publically. It's a vast portfolio.

17 Q. I heard a few things in there. One, so you're
18 actually in charge of acquisitions?

19 A. Yes.

20 Q. Does that involve contracts?

21 A. Yes.

22 Q. Does that involve contract analysis?

23 A. Yes.

24 Q. Does it involve contract analysis of CyberAI
25 contracts?

1 A. It can, yes.

2 Q. Going to Leidos, what roles did you fill at
3 Leidos?

4 A. At Leidos, I was a vice president. I was the IA
5 chief scientist. I filled a number of roles. I brought
6 in former colleagues of mine from the agencies to built
7 out a new team to build a new technology in a new field,
8 that was CyberAI, and I oversaw that team. Not just
9 leading the team but actually performing the research.
10 I authored several papers and patents. We authored six,
11 at least six provisional patents. There should be one
12 that's now a full utility patent. The others are still
13 pending.

14 Assisted with code development, for example, did
15 peer review. Of course, led the team, dealt with all
16 the finances. Also did presentations to different
17 entities within the DOD, for example. However, there
18 were exceptions. There were certain aspects of the DOD
19 which I was told I was not allowed to present because my
20 name had been do destroyed, dragged through the mud,
21 somebody put it. Presented publically on a couple of
22 occasions talking about the unclassified research that's
23 being done in CyberAI.

24 I worked on several proposals, several responses
25 to RFIs. A request for information, that's an RFI. I

1 wrote several responses to RFIs. I wrote several
2 responses to RFPs, request for proposals. Those are a
3 number of things I did at Leidos.

4 Q. How much of that work on a percentage basis
5 involved contracts or contract evaluations?

6 A. I don't know. Out of the totality of the work I
7 was doing, maybe a few percent.

8 Q. What's a few?

9 A. Seven or eight.

10 Q. What, numerically, does that percentage
11 represent, like how many contracts or evaluations did
12 you evaluate?

13 MR. GONZALEZ: Objection to form.

14 THE WITNESS: I had to -- I don't know, many.
15 Each time we were doing research in a new area, part of
16 the roles and responsibilities included like a market
17 survey or a market analysis of current competitors in
18 this area. Most of that was necessary to be able to do
19 like a justification for funding, for research funding.
20 It's called IRAD, Internal Research and Development, as
21 well as justification for external funded research and
22 development, what is called Contract Research and
23 Development, or CRAD. That'd be something like DARPA,
24 for example. There's a lot.
25 BY MR. WAREHAM:

1 Q. Okay. In your opinion, how familiar are you
2 with the contracts process?

3 A. Fairly familiar.

4 Q. What's your competence at? You know math, how
5 competent are you that you're able to evaluate contracts
6 effectively?

7 A. Can you define evaluating effectively.

8 Q. Well, I'm trying to play in your world, it's
9 probably a mistake, but can you assign a confidence
10 value when you review a contract how well you understand
11 that contract and the related issues?

12 A. Certainly within my domain I would say with high
13 confidence I can evaluate contracts and whether or not
14 we should compete or bid on a contract versus not.

15 Q. And a high confidence includes greater than
16 80 percent competence level?

17 A. 95 or better.

18 Q. 95 or better?

19 A. In some cases, with absolute certainty.

20 Q. Actually, that brings up a good point. A few
21 times, you said in response to Government counsel that
22 you were uncertain about -- or you could not be certain
23 about something?

24 A. Okay.

25 Q. What does certainty mean in your world?

1 MR. GONZALEZ: Objection to form. If you're
2 referencing a particular question.

3 MR. WAREHAM: I don't have a memory that that's
4 good. When he said certainty, what did that mean to
5 him.

6 MR. GONZALEZ: You used it in a variety of
7 context.

8 MR. WAREHAM: Okay. Object to form.

9 THE WITNESS: For me, certainty versus
10 uncertainty comes back to my training in probability
11 theory. Certainty means, that if you are counting ten
12 items, you know there are exactly ten. Uncertain means,
13 that you don't know that there are exactly ten, if you
14 have ten countable items. You can have degrees of
15 certainty and this kind of varies based on the
16 application and what's considered acceptable.

17 So, a degree of uncertainty, maybe 90 percent
18 certain is fine in a particular context with a certain
19 amount of variance, say, 10 percent variance. So, I can
20 see something and say that I'm mostly certain, say 90
21 percent with a 10 percent variance. Or uncertain, that
22 I think it's unlikely, maybe 20 percent or below, let's
23 say 20 percent. That still doesn't get you over the
24 mathematical threshold of 50 percent, where you're
25 basically guessing.

1 BY MR. WAREHAM:

2 Q. What certainty value do you assess to your
3 ability to effectively evaluate CyberAI markets?

4 MR. GONZALEZ: Objection to form.

5 THE WITNESS: Very certain.

6 BY MR. WAREHAM:

7 Q. What would you provide a percentage value?

8 A. Depending on the technology, 90 percent of more.
9 And in some cases, absolutely certain.

10 Q. Talking a little bit about the field of CyberAI,
11 going back to pre-2019, what markets related to CyberAI
12 existed prior to 2019a?

13 A. There really was no CyberAI market prior to
14 2019. Nobody was doing work in CyberAI.

15 Q. Was there a cyber market?

16 A. Absolutely, there is a cyber market.

17 Q. Was there an AI market?

18 A. Not really.

19 Q. Okay. So, what happened in 2019 to create a
20 CyberAI market?

21 A. There was some innovations that I worked on with
22 some other mathematician at the time that allowed us to
23 do some things we couldn't do previously and we started
24 applying those techniques, at the time classified
25 techniques, to cyber problems, which was great because

1 we were all working in classified domains. Since then,
2 I think several of these techniques have become more
3 widely known but I can't confirm certain techniques or
4 deny certain techniques because it's classified
5 knowledge. But, certainly AI techniques are widely
6 known and certainty within the public conscious since
7 2022 with ChatGPT.

8 Q. So, earlier when you said words to the effect of
9 somebody called you godfather of AI, is that the time,
10 like the instance, that you're describing?

11 A. Yes, that was specifically somebody at NSA,
12 specifically within cyber network operations,
13 specifically around the time, around 2019. I was
14 described that way to other folks in the government. It
15 was not my definition.

16 Q. Based on the existence of the CyberAI market as
17 it existed when you published this report, do you know
18 approximately how many people would have the expertise
19 to implement on the CyberAI market?

20 MR. GONZALEZ: Objection to form. What report
21 was published?

22 MR. WAREHAM: The expert report.

23 THE WITNESS: You're talking about the marketing
24 analysis?

25 BY MR. WAREHAM:

1 Q. Yes, the market analysis.

2 A. This wasn't published, though.

3 MR. WAREHAM: Sorry, to you. I meant when we
4 sent it to you.

5 THE WITNESS: Okay.

6 BY MR. WAREHAM:

7 Q. How about this, strike that question. When you
8 wrote this market analysis --

9 A. Yes.

10 Q. -- do you know how many people could have opined
11 competently on that market analysis?

12 A. I would say a handful of people would have the
13 knowledge and the clearances necessary to be able to
14 perform a similar analysis.

15 Q. So, can you try to give handful a number?

16 A. Maybe three. I would say it's probably down to
17 one or two that would have the span of knowledge that I
18 have because of the work that I did in the government.

19 Q. What's a data scientist?

20 A. A data scientist is someone who uses any form of
21 data, a variety -- sorry. Variety forms of data and
22 numerical models. Typically, the definition is
23 machinery remodels or AI to perform an analysis of that
24 data. Part of that includes looking for outliers of the
25 data. Some of it is data cleaning. And then the rest

1 of it is a complete analysis. Usually, you're combining
2 one data set with another data set, it's called data
3 enrichment, to give a more holistic picture of what that
4 data represents.

5 Q. Have you ever worked as a data scientist?

6 A. Absolutely.

7 Q. Can you describe that?

8 A. I was the chief data scientist at NSA. In that
9 role, I did a variety of things. Analyzing a variety of
10 different types of data. Things as mundane as growth
11 and decay of plant life to markets, typically foreign
12 markets, because that's kind of the domain of NSA.
13 Cyber attacks, I mentioned a lot of this earlier, or
14 intrusion detection. Analysis of people, maybe like
15 riots or density of people within a certain domain using
16 certain types of, what is called, signets, or signals
17 intelligence, to analyze the density of people in a
18 certain area. Providing assessments of potential
19 threats based on data that was available, et cetera.

20 Q. Given your --

21 A. The national policy was actually written as a
22 result of all these assessments.

23 Q. Given your work as a data scientist, how hard is
24 a market analysis for you?

25 A. It's easy, trivial.

1 Q. On a scale of one to ten, how difficult?

2 A. Compared to the other types of analysis I've had
3 to do, one. It's trivial.

4 Q. Let's talk specifically about what you studied
5 or read in preparation of the market analysis in front
6 of you today.

7 A. Okay.

8 Q. Can you describe how much material you reviewed
9 to prepare that?

10 A. To perform a market analysis?

11 Q. This market analysis or, yes, any market
12 analysis.

13 A. I mean, in the span of time that I've done these
14 sorts of studies, I mean, I've read hundreds of papers,
15 many hundreds of papers. That would include websites or
16 pages. Reviewing code, for example, like, Jupiter
17 Notebooks, these are usually written in Python but also
18 Math Lab and the techniques that are used and the
19 mathematical models that are used in those files.
20 There's a variety of things that I've reviewed in order
21 to be able to do things like this, including this.

22 Q. And over how many years would you stretch the
23 reading you've done on market analysis?

24 A. Several years, at least ten years.

25 Q. Does that affect your memory at all of what

1 you've been able to review?

2 A. Given the span of time and the number of things
3 that I've had to analyze in that period, yes, it makes
4 it difficult to pinpoint an exact number.

5 Q. Shifting to the discussion around the 77
6 contracts that was part of the prior discussion, can you
7 discuss in as much detail as possible your
8 inclusion/exclusion criteria, specifically?

9 A. Yes, relative to those contracts, I did not
10 apply for any of the contracts because I was told
11 repeatedly over the span of those five years that I
12 would not be competitive on any of those contracts,
13 would not be awarded, would not be considered.
14 Essentially, to not bother applying for any sort of work
15 within that domain.

16 MR. GONZALEZ: I'm going to object to the
17 response. I'll just leave it at that or I can state my
18 basis.

19 MR. WAREHAM: Yeah, I got you.

20 MR. GONZALEZ: Okay.

21 BY MR. WAREHAM:

22 Q. Let's talk just about the 77 contracts, right?
23 You included some and not others in your analysis as the
24 five companies you choose to analyze, right?

25 A. Yes.

1 Q. What was your inclusion or exclusion criteria
2 for why you did not include part of that 77, while
3 including other parts of that 77?

4 A. The ones that I included in the 77 were work
5 based on the contracts that were similar -- to the best
6 of my recollection, similar to the work that I was doing
7 for Air Force Life Cycle Management, specifically HNCO.

8 Q. Sure. To the degree that it's publically -- you
9 can discuss it publically, I'm trying to understand what
10 criteria you assessed that that was similar to your
11 work, specific criteria?

12 A. Looking at specific aspects of the contracts
13 that would note something like offensive cyber, or
14 firewall penetration techniques, or malware development
15 techniques, or exploitation techniques, or malware
16 reverse engineering techniques. Specifically leveraging
17 AI to facilitate scaling of the discovery of those
18 techniques or the remediation of those techniques.

19 Q. And you discussed that, in part, that filtering
20 came from your own knowledge, is that right?

21 A. Specific subject matter expertise, yes.

22 Q. Can you describe, as publically as you can, what
23 knowledge you were relying on in evaluating those? So,
24 not necessarily something that comes out of training or
25 education but what actual knowledge do you have?

1 A. So, because these contracts often include, or
2 almost always include classified work, the people
3 writing the contracts will often write certain terms or
4 kind of vague descriptions to try to identify what the
5 need is without necessarily saying specifics of the
6 techniques that they're looking for or the technology
7 that they're looking for.

8 And it takes subject matter expertise to
9 understand or interpret what those contracts are and
10 then able to write an appropriate response to those RFPs
11 that would answer the needs of that contracting agency.

12 Q. You mentioned some correlative patterns or words
13 just then. Did you see those correlative patterns or
14 words in the contracts that you included?

15 A. Yes.

16 Q. You discussed in the earlier deposition portion
17 the lack on an error rate in your market analysis?

18 A. Yes.

19 Q. Can you discuss why there is a lack of an error
20 rate?

21 A. In this instance, it didn't merit using an error
22 rate to determine the total market availability of
23 contracts and then assess damages.

24 Q. And why not?

25 A. Because there's no errors in the data. I mean,

1 you can make assumptions that there might be an error in
2 how the data's being reported on usaspending.gov, but
3 the data is what it is. I mean, as it's reported on the
4 website is what's publically available and in order to
5 perform a market analysis that's unbiased, you have to
6 use only the knowledge -- or the information that's
7 available publically.

8 If you're bias, saying you're adding information
9 that you happen to know what's considered dirty
10 knowledge of where other money might come from would be
11 affiliated with the same type of work.

12 Q. And, specifically, you discussed earlier the use
13 of a five-year average as the math supporting your
14 determination, do you remember that?

15 A. Yes.

16 Q. Is there an error rate in applying an average?

17 A. No, an average is a simple mathematical
18 principal that takes a series of numbers and divides by
19 the -- takes a series of numbers, add those numbers
20 cumulatively, and then divides by the number -- the
21 quantity of numbers. It's a simple mathematical
22 principal.

23 Q. You discussed in the earlier portion of the
24 deposition that you did not consider barriers to entry
25 to the markets, do you remember that?

1 A. I do.

2 Q. Why did you not consider barriers to entry?

3 A. I did not a barrier to entry as something that
4 was something that was necessary for doing a market
5 analysis on contracts awarded. The contracts awarded,
6 in this case, at least for this analysis, have nothing
7 to do with barrier entry.

8 Q. Is contract awarded a prospective or
9 retrospective analysis?

10 A. It's a retrospective analysis. Going back to
11 your barrier of entry, you could make the statement that
12 a barrier to enter in this area would be, people that
13 have this exquisite knowledge of this domain,
14 specifically. That is certainly a barrier to entry,
15 especially when that knowledge is tightly held and only
16 a few people have this knowledge.

17 Q. Would it be fair to describe that as an implied
18 assumption in your analysis?

19 A. Yes, it's an applied assumption. There's only a
20 handful of people in the country who have this
21 knowledge, and can do work at the top secret level.

22 Q. Let's talk about the choices you made around --
23 well, do you remember a discussion, in general, with
24 Government counsel regarding -- I'm just going to try to
25 summarize it -- the discussion around assuming you would

1 have won every contract that you analyzed?

2 A. Yes.

3 Q. Is it fair to describe that as a lost
4 opportunity analysis?

5 MR. GONZALEZ: Objection to form.

6 THE WITNESS: You could describe this as a lost
7 opportunity analysis instead of a market analysis.

8 BY MR. WAREHAM:

9 Q. Say more about that.

10 MR. GONZALEZ: Objection to form.

11 THE WITNESS: I think a lost opportunity
12 analysis is more explicit stating that, if during a
13 certain period of time someone could perform work that
14 was barred from entry to that work, that would be a lost
15 opportunity. A market analysis is just stating, this is
16 the opportunity that existed during this period of time.
17 We also included, as part of this market analysis and
18 opinion, and the opinion stated that the lost -- the
19 loss work or damages resulted in an average over that
20 period of time for that performer.

21 BY MR. WAREHAM:

22 Q. And I want to understand a little better. Do
23 you remember discussing relative size of companies in
24 your analysis?

25 A. Yes.

1 Q. Can you go into details around your statement
2 that you don't need more people, you just need more
3 GPUs, or words to that effect?

4 A. Sure. Yes, with proper application of AI,
5 especially today, you do not need more people to perform
6 jobs. Most jobs today can be performed by, what are
7 called, AI agents. Agentic AI is actually something
8 that actually I proposed in 2019 for one of these
9 contracts. It wasn't labeled as agentic AI, like it is
10 today, but we did label them as AI agents on a
11 particular contract, without going into classified
12 details.

13 So, I was already operating with the assumption
14 that I could enable further -- I guess you could call it
15 AI workers -- to automate work that often other people
16 would do. So, that is to say that you could use one AI
17 agent to do, for example, write code. Another agent to
18 do analyzes of that code. Another agent, still, to do
19 exploitation of that code, and then another agent to
20 write the results of vulnerabilities found in the code.

21 Now, this would be the equivalent of having four
22 or five humans doing this work. But, instead, you
23 could, effectively, scale the number of agents by just
24 having more GPUs. Which means, I could use thousands of
25 agents to do the work of thousands of people, if I have

1 a GPU cluster large enough to do this work, and I would
2 be the one conducting it. Sort of like a conductor in
3 an orchestra.

4 Q. So, based on your background and experience,
5 what is your opinion as to your ability to compete with
6 an 80-person company in this space?

7 A. On any given contract, I think I can be very
8 competitive just scaling my availability with GPUs and
9 automating much of the work.

10 Q. Do you know the people at Kudu, like the leaders
11 of Kudu Dynamics?

12 A. I do.

13 Q. How does your expertise compare to
14 Kudu Dynamics's leadership?

15 A. Kudu Dynamic's leadership?

16 Q. Yes.

17 A. Most of their leadership is focused or has
18 background in offensive cyber. They do not have a
19 background in AI. The way that company often works in
20 order to be able to do AI work, is they've got a couple
21 of folks that they bring in to do their AI work but
22 those are employees or consultants. They're not
23 leadership.

24 Q. Same question for Death Logics.

25 A. Same answer.

1 Q. Expressed as a percentile, where would you have
2 put yourself in the percentile of expertise compared to
3 those persons?

4 MR. GONZALEZ: Objection to form.

5 BY MR. WAREHAM:

6 Q. Go ahead.

7 A. Top 1 percent. I've been fortunate to have both
8 broad and deep expertise in many areas that have made me
9 very effective in what I do, including my current
10 position.

11 Q. I want to talk a little bit about the work and
12 demonstrations you did around usaspending.gov. There
13 were a number of fields of which agency awarded
14 something versus which agency funded something, do you
15 remember those fields?

16 A. I do.

17 Q. Based on your knowledge of contracts over the
18 years, do you have any insight as to whether or not the
19 agency funding something is the agency managing
20 something?

21 MR. GONZALEZ: Objection to form.

22 THE WITNESS: I do.

23 BY MR. WAREHAM:

24 Q. And what is that understanding?

25 A. Often -- well, I don't know if I should say

1 often or sometimes -- but it does occur that the funding
2 agency or entity is entirely different than the managing
3 agency.

4 Q. Do you recall as with respect to the contract
5 that is the subject of this case that you had?

6 A. Yes.

7 Q. Do you know who the agencies were managing your
8 contract?

9 A. Yes.

10 Q. And what are those agencies?

11 A. So, as it pertains to this work, the managing
12 agency was HNCO.

13 Q. Who was the contract processing agent?

14 A. There were several, AFRL was one of them, DARPA
15 was another one. Sometimes it was managed through -- or
16 filtered through just Air Force cyber. There are many
17 ways to kind of make money flow through the government
18 to certain contracts through repurposing that money.
19 And this can be done up to -- I forget the dollar amount
20 before you have to include like a congressional
21 oversight into the repurposing of funds or the, kind of,
22 change of funds. I think it somewhere around 1.4
23 billion.

24 Q. You mentioned AFRL in your answer. Do you know
25 what AFRL stands for?

1 A. Air Force Research Laboratory.

2 MR. WAREHAM: If you would indulge me, can I use
3 your same projection with the website.

4 MR. GONZALEZ: Can we go off the record for a
5 second?

6 (Off the record discussion was held.)

7 By MR. WAREHAM:

8 Q. So, Dr. Roysdon, would you please apply the same
9 filters on the usaspending website that you did with
10 Government counsel? And, for the record while it's
11 populating, what were those filters?

12 A. Kudu Dynamics, agency, Department of Defense,
13 time period, fiscal years 2020 through 2024.

14 Q. Okay. And do you recognize the contract that
15 you selected when speaking with Government counsel?

16 A. Yes.

17 MR. GONZALEZ: We selected the first three.

18 THE WITNESS: That's correct.

19 BY MR. WAREHAM:

20 Q. Great. Will you select the one first?

21 A. First one?

22 Q. Uh-hum. Can you scroll down to the like agency
23 data you were reviewing previously?

24 A. Yes.

25 Q. Do you see the field, awarding office?

1 A. Award office says, FA8750 AFRLQ.

2 Q. And who was the office to organize your contract
3 with HNC0?

4 A. AFRL.

5 Q. That was all I wanted after all that. Going to
6 -- why did you choose a five-year average for your
7 report?

8 A. Because that was the period from when I had
9 started doing work to the time which I was asked to do
10 this report, roughly speaking.

11 Q. If you need to, would you have sufficient data
12 and knowledge to do it per year?

13 A. Yes.

14 Q. Did you have any -- so, just talking about the
15 contract with GITI that underpins this lawsuit, did you
16 suffer any damages from the cancelation of that
17 contract?

18 A. Monetary damages.

19 Q. Yes. What were those?

20 MR. GONZALEZ: Before you answer him, I'm just
21 going to object to this line of questioning because the
22 premise of your question hasn't been put on the record.

23 MR. WAREHAM: You said, my question?

24 MR. GONZALEZ: You said, the contract was
25 cancelled with GITI. What contract was canceled with

1 GITI?

2 MR. WAREHAM: Fair enough.

3 BY MR. WAREHAM:

4 Q. Do you have knowledge of what happened to the
5 contract related to this that underpins this action?

6 A. I'm sorry, say that again.

7 Q. Do you have knowledge of what happened to your
8 contract that is part of this lawsuit?

9 A. Yes, I do.

10 Q. What happened to it?

11 A. It was canceled.

12 Q. Thank you. Now, did you suffer any damages from
13 the cancelation of that contract?

14 A. Yes, I suffered financial damages.

15 Q. And what were those?

16 A. The quantity?

17 Q. Yep.

18 A. That contract alone was maybe about a half
19 million a year.

20 Q. Over how many years?

21 A. Had potential of being several million over the
22 next five years, that's what I was told from Air Force
23 HNCO but an Air Force official or government official of
24 that agency.

25 MR. WAREHAM: One second, I think that's all the

1 questions I have.

2 MR. GONZALEZ: Little bit of follow-up.

3 REDIRECT EXAMINATION BY COUNSEL FOR DEFENDANTS

4 BY MR. GONZALEZ:

5 Q. You testified that you're, I guess, like a
6 voracious consumer of knowledge?

7 A. Yes.

8 Q. At times, you've read multiple textbooks a week?

9 A. Yes, that's correct.

10 Q. Can you identify the title of any economics
11 textbooks you have read?

12 A. There's a reader that was produced in
13 conjunction with some research I was doing with
14 Art Laffer, who's an economist, famous economist. I
15 can't recall the reader that was affiliated with that
16 but it was, in essence, an assessment of like the
17 American economy. Art Laffer is well-known. He's an
18 economist that worked for the Reagan administration.

19 Q. Can you not recall the title?

20 A. I can't recall the titles, no.

21 Q. Have you ever authored a textbook focused on
22 market analysis?

23 A. Have I ever offered a textbook?

24 Q. Focused on market analysis.

25 A. As in, authored a textbook or offered?

1 Q. Authored.

2 A. Authored, no.

3 Q. Okay. Have you ever published an article about
4 market analysis?

5 A. Publically published an article?

6 Q. Yes.

7 A. No.

8 Q. You have published in journals and scholarly
9 resources, correct?

10 A. Yes, I have.

11 Q. Have you published in any journal or scholarly
12 resource an article about market analysis?

13 A. No, all that was done either private for a
14 company or for the U.S. government on classified
15 information.

16 Q. What have you published publically in journals
17 or articles about that?

18 A. Mostly research in CyberAI, navigation systems,
19 aircraft design, guidance and control systems, a variety
20 of applied math, probability theory, data science. Data
21 science examples in one of the guides that I wrote, I
22 don't know, eight years ago include a variety of
23 different types of analyses, including like an analysis.
24 A number of different things.

25 Q. Is your market analysis in your expert report

1 just concerning small businesses in the offensive cyber
2 space?

3 A. The market analysis in my -- the businesses that
4 were included in the market analysis that I put together
5 were predominately small businesses. Not by selection
6 just by existence.

7 Q. Is it your testimony that there are no large
8 entities operating in the CyberAI offensive operations
9 context?

10 MR. WAREHAM: Objection to form and foundation.

11 THE WITNESS: Presently?

12 BY MR. GONZALEZ:

13 Q. Let's start with presently.

14 A. No, that was not my testimony.

15 Q. Okay. So --

16 A. I did this work at Leidos. They are a large
17 company.

18 Q. But Leidos isn't included in this market
19 analysis?

20 A. It is not.

21 Q. When did you perform this market analysis?

22 A. In '24, '23, something like that. I don't
23 recall. I don't recall.

24 Q. So, why have you excluded larger businesses for
25 this market analysis?

1 MR. WAREHAM: Objection to form.

2 THE WITNESS: I included -- in this market
3 analysis, I included specifically companies that were
4 doing work that was similar to the work that I was doing
5 for Air Force Life Cycle Management, HNCO. The work
6 that was doing done at other companies is not relevant
7 or was that relevant.

8 BY MR. GONZALEZ:

9 Q. So, I'm going to read your opinion here. Based
10 on my opinion and as a subject matter expert in AI and
11 cyber, the average CyberAI contracts value for small
12 businesses working for the DOD over the last five-year
13 period is 142.5 million?

14 A. That's a correct statement based on this
15 analysis.

16 Q. Got it. So, you have used the caveat small
17 businesses working in the CyberAI contracts field,
18 correct?

19 A. Yes.

20 Q. There are larger businesses that you have
21 excluded from this report, correct?

22 A. No.

23 Q. So, why did you use small business?

24 A. Because the only businesses that existed in this
25 space during this time period that were doing this

1 specific work happen to be small businesses.

2 Q. And what is the time period?

3 A. This time period was, what, 2020 to 2024, 2019
4 to 2024.

5 Q. So, it's your testimony that from fiscal year
6 2020 --

7 A. 2019.

8 Q. -- 2019 to fiscal year 2024, there were no large
9 businesses operating in CyberAI working for the DOD for
10 that time period?

11 MR. WAREHAM: Objection to form, foundation.

12 THE WITNESS: State that again.

13 BY MR. GONZALEZ:

14 Q. Sure. Is it your testimony here today that
15 there were no large businesses working for DOD during
16 the five-year period in the CyberAI field?

17 A. Specific to the work that was being done at
18 HNCO, no.

19 Q. Okay. Forget about the specific work being done
20 at HNCO.

21 A. Well, then it invalidates this market analysis.

22 Q. So, I don't see that term, though, specific work
23 at HNCO, anywhere in here. Can you show me that?

24 A. That's mentioned several times in here.
25 Employment consulting with Air Force Life Cycle

1 Management, HNC0. Contract awarding office, HNC0. Part
2 of my job was to review their work, HNC0. Refinement of
3 work specifically to this analysis, Air Force Life Cycle
4 Management, HNC -- that actually extends HNC0, by the
5 way -- et cetera, et cetera.

6 Q. Okay. So, for the sentence I read here in the
7 beginning of your opinion, is it correct that this is
8 the average of CyberAI contracts value for small
9 businesses working for DOD over the last five years, is
10 that correct?

11 A. I think you're adding more nuance to this
12 sentence than what is written.

13 Q. Okay. What am I adding?

14 A. You're making implications that there are other
15 businesses, large or small.

16 Q. Well, you used the term small businesses, so
17 that's what I'm trying to understand.

18 A. Okay.

19 Q. Are you telling me that you shouldn't have used
20 the term "small businesses"?

21 A. Let's work on it, can you refine it?

22 Q. Why did you add the term "small businesses
23 there?

24 A. I added small businesses here because that was
25 what was representative in the available data on the

1 website.

2 Q. Okay. If we took out the qualifier small, is
3 this statement still true?

4 A. Not for the small -- not for the business that
5 were doing specifically this type of work. Again, that
6 comes back to market -- sorry. That comes back to
7 subject matter expertise for this particular type of
8 market analysis. A subject matter expertise that's
9 necessary and requires understanding the details of
10 those contracts awarded and, specifically, what those
11 contracts are referencing when it comes to offensive
12 cyber capabilities or, specifically, CyberAI
13 capabilities. So, I stand by what I wrote.

14 Q. Okay. I think I understand what you've said. I
15 just don't understand how what you said represents what
16 you wrote, that what's I'm trying to understand here,
17 okay? So let's break it down, all right? The first
18 clause is CyberAI contracts value, do you see that?

19 A. I do.

20 Q. Okay. And then the second part is for small
21 businesses, okay?

22 A. Yes.

23 Q. Is your expert opinion providing the cyber
24 contracts value for small businesses over a five-year
25 period?

1 A. Are you saying does my expert understanding only
2 contained to five years?

3 Q. No, I'm asking, is your expert opinion providing
4 the CyberAI contracts value for small businesses working
5 with DOD?

6 A. I still don't understand your question.

7 Q. Okay. So, I want to understand exactly what
8 you're valuing here, okay?

9 A. Okay.

10 Q. All right, I'm reading the average CyberAI
11 contracts value for small businesses, that's what you
12 wrote, right?

13 A. Yes.

14 Q. Okay. And so am I correct that this expert
15 opinion is providing the cyber contracts value for small
16 businesses, as you write?

17 A. It is, but I think you're missing the next
18 clause that says, this is based on evidence provided
19 above. So, I think there's something implicit in that
20 part of the sentence that is identifying -- the rest of
21 this document also talks about nuances that are not
22 strictly DOD broadly or strictly CyberAI. But things
23 specific to the nuanced things that I was doing with
24 HNCO and specifically, the contracts within HNCO.

25 Q. Okay.

1 A. Specifically, offensive CyberAI.

2 Q. So, this clause right here, as I read it by
3 itself, is not accurate?

4 A. I don't think you can read independently out of
5 a sentence and try to make assumptions.

6 Q. When you referenced the, I guess, evidence
7 provided above, is that where you're getting from the
8 more narrow market caveat?

9 A. Yes.

10 Q. And define for me the market caveat of evidence
11 provided above in the context of your conclusion?

12 A. Can you restate the question?

13 Q. Sure. I believe your testimony is that the
14 evidence provided above is an important caveat to
15 understanding the proceeding clause in the sentence,
16 correct?

17 A. Correct.

18 Q. Okay. And that caveat is that, it's not just
19 any CyberAI contracts for small businesses with DOD,
20 it's a specific type of CyberAI contract with HNCO, is
21 that correct?

22 A. That is more to the point, yes.

23 Q. So, this expert report is not premised on the
24 CyberAI market overall. It's premised upon that defined
25 market, correct?

1 A. That small market segment, yes.

2 Q. Got it, okay. And it's your testimony that for
3 the entire five-year period, these five companies were
4 the only operators within that market segment, correct?

5 A. To the best of my knowledge, yes.

6 Q. And it's your testimony then that there were no
7 other larger entities operating within that small market
8 segment?

9 A. Not to my recollection, no.

10 Q. And Leidos was not operating in that market
11 segment, correct?

12 A. No, they were not.

13 Q. I heard you testify that there wasn't an error
14 rate concern in this expert report because the data was
15 accurate, is that correct?

16 A. Well, there's an assumption the data reported on
17 the government website is accurate, yes.

18 Q. I gotcha. So, if the data was not accurate,
19 then the analysis could also be wrong?

20 A. This is true. There's a certain amount of trust
21 placed in a government website and their reported data.

22 Q. Is the data the only assumptions that you have
23 made supporting this report?

24 A. You mean, the assumption of the authenticity or
25 correctness of the data that's available on the

1 government website, is that what you're asking is my
2 assumption, or only assumption?

3 Q. Yes?

4 A. Yes, that's my only assumption. To the best of
5 my recollection, yes, that's my only assumption in this
6 report.

7 Q. You've also assumed, though, that these are the
8 only five companies operating in the narrow market that
9 you've defined, correct?

10 A. To the best of my recollection, yes.

11 Q. Okay. If that assumption was incorrect, would
12 that have any bearing on your conclusion?

13 A. I would have to see evidence to determine
14 whether or not it has a bearing on my conclusion.

15 Q. Okay.

16 A. There might be other competitors but they might
17 not be able to do work in this space. They also may not
18 be competitive, meaning, that they produce subpar work.

19 Q. So, it's possible that there are competitors in
20 this space but that are not actually that competitive?

21 A. That's correct.

22 Q. Do you know if that's a problem at all within
23 the space, that there are, quote-unquote, competitors
24 who actually aren't that competitive?

25 A. Yes.

1 MR. WAREHAM: Objection to form

2 BY MR. GONZALEZ:

3 Q. Give me an example.

4 A. A common example is a company that might over
5 promise and under deliver. They can provide
6 capabilities that they actually do not end up providing.

7 Q. Have you ever seen a company do that in this
8 space?

9 A. I have seen companies do that in -- well, in the
10 broader space of cybersecurity, I've seen companies do
11 that in this space.

12 Q. So, if am understanding you correctly, if there
13 were other companies in this space that were comparable
14 to the five you selected, you don't know whether that
15 would change your conclusions?

16 A. As far as I know, there are -- at this time,
17 there were no other companies that were able to do this
18 sort of work within this space, that's my recollection.
19 As I've said in prior testimony, there are very few
20 people that work in this space.

21 Q. Do you know if there's other companies that
22 claim to be able to provide these products in this
23 space?

24 A. Yes.

25 Q. And you didn't include them, though, in your

1 market analysis?

2 A. No.

3 Q. Why?

4 A. Because they were completely irrelevant. They
5 do not have the technology, nor do they have the
6 expertise.

7 Q. Which companies?

8 A. There were a few companies that purported to do
9 similar work. I can't recall the companies I reviewed
10 as part of my official capacities, other companies, but
11 I can't recall names right now.

12 Q. Okay. I want to look at your expert report. We
13 looked at this before on page 2 and, it says, awarding
14 office and funding office and it lists Air Force Life
15 Cycle Management for both. Is it your testimony that
16 even though it lists that, that, in fact, Air Force Life
17 Cycle Management may not actually be funding or awarding
18 the contract?

19 MR. WAREHAM: Objection as to form, foundation.

20 THE WITNESS: Based on publically available
21 information only, I have to assume that if it states
22 Air Force Life Cycle Management, that it is Air Force
23 Life Cycle Management.

24 BY MR. GONZALEZ:

25 Q. So, you take what it says at face value?

1 A. Within the context of your questioning, yes.

2 Q. Of the GITI contract, how much money did you
3 ultimately make?

4 A. Is that relevant to this market analysis?

5 MR. WAREHAM: It is, go ahead and answer.

6 THE WITNESS: Okay. I don't recall. A short
7 contract, maybe rough order of magnitude of a half
8 million.

9 BY MR. GONZALEZ:

10 Q. That's your best guess, half million?

11 A. That's my rough order guess, I don't recall.

12 Q. How long were you working under that contract?

13 A. I don't remember the number of months that I
14 worked under that contract before cancelation. Rough
15 order of magnitude, maybe eight months to a year.

16 Q. So, to your best estimate, you maybe had made a
17 half million off the contract?

18 A. Rough order of magnitude, yes.

19 Q. Where do you get the 5 million in damages then,
20 if you only made 500 off that first year?

21 A. My role and possibility was limited to advising,
22 advising other companies, as I stated during the first
23 page. Advising other companies on their contracts often
24 using math that I had derived or built, not actually
25 building the tools myself.

1 Q. Okay. So, I think you're saying you would of
2 entered into subsequent business relationships with
3 other entities?

4 A. I was planning to, yes. That was going to be
5 the next phase of the work before the work was canceled.

6 Q. So, when you wrote on your expert designation on
7 page 3, Dr. Roe's opinion is that he has suffered
8 damages in the range between 5 million for the loss of
9 just the last contract?

10 A. Correct.

11 Q. You're actually not referring to damages
12 directly relating to your contract with GITI, is that
13 correct?

14 A. Yes, it is nuance to the contract so I'm having
15 some pause. Yes, I'm referring to that contract or the
16 continuation of that contract or expansion of that
17 contract. That contract was to expand roughly around
18 August of 2020, which would have significantly increased
19 my scope and involvement in the contract from strictly
20 an advisory role to a much more involved role. I was
21 asked to be -- I was asked to, effectively, take on more
22 responsibility for a variety of contracts related to
23 Air Force HNCO. So, that's why I say it's more nuance
24 than just the statement that you made.

25 Q. Okay. So, 5 million in anticipated losses just

1 from the loss of that contract, correct?

2 A. Just that contract, yes.

3 Q. Okay. And your basis for that, is that you
4 anticipated more responsibilities, correct?

5 A. Not anticipated. I was promised more
6 responsibilities, more to the point.

7 Q. Who promised you these responsibilities?

8 A. An Air Force officer or Air Force HNCO officer
9 or official.

10 Q. And had you negotiated terms or pricing for
11 those additional responsibilities?

12 A. Yes.

13 Q. How much were you going to be compensated for
14 those additional responsibilities?

15 A. Something that would amount to over the life of
16 the contract, about 5-9, for that one contract only.

17 Q. Okay. And how long was the life of the contract
18 going to be?

19 A. It was going to be three or five years, as I
20 recall, to the best of my recollection.

21 Q. So, the arrangement that you anticipated, was
22 that memorialized in your present contract where GITI?

23 A. I don't understand the question. Can you repeat
24 that?

25 Q. Sure. You testified that you anticipated

1 5 million coming from your relationship with GITI,
2 correct?

3 A. My relationship with Air Force Life Cycle
4 Management.

5 Q. Air Force Life Cycle Management, okay.

6 A. The money was going through GITI.

7 Q. So, you were being paid by GITI, though,
8 correct?

9 A. That's correct.

10 Q. And are you telling me here that it's your
11 testimony that you anticipated that the contract would
12 expand in scope?

13 A. Correct.

14 Q. But, it hadn't expanded in scope, correct?

15 A. It hadn't expanded in scope because the time at
16 which the money was awarded for contract expansion was
17 precisely the same time that I was terminated and barred
18 from future work. The presentation to expand the scope
19 or the -- this is based on a presentation of new
20 technology and capabilities for HNC0 and directly after
21 that presentation, I was barred from work and my
22 contract was terminated.

23 Q. So, was there an existing contract for the
24 expansion of scope, whether it was signed or not?

25 A. I am not sure how that contract would have been

1 negotiated. To the best of my knowledge, it would have
2 gone through something like the Act 2 or Act 3 contracts
3 and the money would have been routed from HNCO through
4 Air Force Research Laboratory to GITI on an Act 2 or Act
5 3 contract, to the best of my knowledge. Contract
6 funding is not simple. It's not as simple as the
7 statements that you were making.

8 Q. Would your rate of pay on the anticipated
9 expansion of work been the same as your current rate of
10 pay?

11 A. No.

12 Q. How would it have been different?

13 A. I would have increased my rate of pay based on
14 current market rates and, published on government
15 websites, current rates.

16 Q. Okay.

17 A. I think there's a nice rate calculator on GSA.

18 Q. So, it was your intention for this contract to
19 ask for a higher rate?

20 A. My intention for this contract was to match
21 current rates. My rate before that time was much lower
22 as an advisor.

23 Q. So, you were going to raise your rates, correct?

24 A. I would have raised my rates.

25 Q. Just give me one moment.

1 A. Sure. I would have made my rates equivalent to
2 what was normal in the market at the time. At the time,
3 I had lowered my rates to be, essentially, a patriotic
4 American. I was also planning, at that time, to go
5 full-time instead of do this as a consultant part-time.

6 Q. Understood. I think you mentioned that you were
7 negotiating this with someone at HNCO?

8 A. Correct.

9 Q. Who?

10 A. His name is Dan Brown and his leadership is
11 Daniel Burkhart.

12 Q. Other than Dan Brown, was anybody else a part of
13 these discussions?

14 A. No, not to my knowledge. I don't recall.

15 Q. In rendering your expert opinion in this report,
16 did you rely on any of your own publications?

17 A. Can you restate the question?

18 Q. Sure. You testified that you have published on
19 a number of articles and journals. Did you rely on any
20 of those publications in rendering your expert report?

21 A. I relied on knowledge based on a vast knowledge
22 base that includes writing papers, but not any specific
23 paper to write this specific market analysis, no.

24 Q. So, you didn't rely on any specific journal or
25 article that you had drafted, correct?

1 A. Correct.

2 Q. I think you testified that some companies state
3 or otherwise present that they have capabilities in the
4 CyberAI offensive field that they do not, in fact, have,
5 right?

6 A. Yes.

7 Q. Is that your expert opinion or your personal
8 opinion?

9 A. This is my expert opinion.

10 Q. Okay. And what expertise are you relying on to
11 make that assessment?

12 A. To assess that other companies or that any
13 company is making statements about the work that they're
14 doing, just based on my expertise in this field, as well
15 as my experience working in both government and in
16 industry.

17 Q. Have you looked at the contracts that those
18 companies are soliciting?

19 A. In my capacity and industry?

20 Q. Yes.

21 A. I'm not allowed to look at those contracts
22 unless the contract is made public.

23 Q. Have you looked at, I guess, advertising or
24 marketing material that states that these companies are
25 capable of providing those services?

1 A. Yes, and then evaluated the tools and
2 capabilities of those companies, showing that they
3 actually do not have the capabilities.

4 Q. How did you perform that evaluation?

5 A. Sometimes, this evaluation is rather easy. You
6 can take, for example, a tool that company A says that
7 it can perform certain actions. And by evaluating or
8 reverse engineering the tool, you can figure out whether
9 those actions are actually generated using some sort of
10 AI or machine learning or if it's truly just a
11 rules-based model.

12 In many cases, these are rule-based models. I
13 can give you examples. For example, if you go back to
14 the firewall example, there are companies that would
15 purport to use AI as part of their firewall capability,
16 Palo Alto, for example, when, in fact, when you do,
17 what's calling fuzzing to evaluate the capability of
18 that firewall, it's very clear that it is a rule-based
19 system.

20 There is no learning behind the wall, but it
21 takes deep subject matter expertise to be able to dig
22 into these types of models or these types of tools.
23 Often AI is used as a marketing capability. Similarly,
24 AI is often used as a marketing necessity in contrast.

25 Q. One last question, when you left Leidos you were

1 chief AI data scientist, was that your title?

2 A. No.

3 Q. What was your title?

4 A. I was the chief -- the AI chief scientist.

5 Q. The AI chief scientist, okay.

6 A. I switched around to also be the chief AI
7 scientist for the executive role.

8 Q. Does Leidos have a marketing department?

9 A. Yes, I do.

10 MR. GONZALEZ: No further questions from me.

11 THE WITNESS: Thank you.

12 MR. GONZALEZ: Thank you. I appreciate it.

13 MR. WAREHAM: I'm done too. We're going to read
14 it and sign, yes.

15 THE COURT REPORTER: On the record, who wants a
16 copy of the transcript?

17 MS. SEEMAN: DOJ.

18 MR. WAREHAM: And Plaintiff.

19 (Deposition of Paul Roysdon, adjourned at
20 4:12 p.m.)

21

22

23

24

25

ACKNOWLEDGMENT OF DEPONENT

I, PAUL ROYSDON, do hereby acknowledge that I have read and examined the foregoing testimony, and the same is a true, correct and complete transcription of the testimony given by me and any corrections appear on the attached Errata sheet signed by me.

(SIGNATURE)

(DATE)

Job No. CS7351249

IN RE: John Roe v. United States

PAGE	LINE	CORRECTION AND REASON
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(SIGNATURE)

EXHIBIT 1

IN RE: John Roe v. United States

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Job No. CS171

CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC

I, Danielle Lawrence, court reporter, the officer before whom the foregoing proceedings were heard, do hereby certify that the foregoing transcript and said proceedings were taken by me stenographically and thereafter reduced to typewriting under my supervision; and that I am neither counsel for, related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 20th day of May 2025.

A handwritten signature in cursive script, reading "Danielle Lawrence".

NOTARY PUBLIC IN AND FOR THE
STATE OF MARYLAND

1 JASON R. WAREHAM, ESQUIRE

2 jwareham@allen-vellone.com

3 May 21, 2025

4 RE: Roe, John v. United States

5 5/8/2025, Paul Roysdon (#7351249)

6 The above-referenced transcript is available for
7 review.

8 Within the applicable timeframe, the witness should
9 read the testimony to verify its accuracy. If there are
10 any changes, the witness should note those with the
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of
13 Deponent and Errata and return to the deposing attorney.
14 Copies should be sent to all counsel, and to
15 Erratas-CS@veritext.com.

16 Return completed errata within 30 days from
17 receipt of testimony.

18 If the witness fails to do so within the time
19 allotted, the transcript may be used as if signed.

20
21
22 Yours,

23 Veritext Legal Solutions
24
25

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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Page 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

----- :
DR. JOHN ROE, :
 :
Plaintiff, :
 : Case No.
vs. : 5:22-cv-00869-JKP-HJB
 :
UNITED STATES, et al., :
 :
Defendants. :
----- :

DEPOSITION OF PAUL ROYSDON, PH.D.

DATE: Friday, May 30, 2025
TIME: 10:43 a.m.
LOCATION: Department of Justice
175 N Street, N.E., 7th Floor
Washington, D.C. 20002

REPORTED BY: Erick M. Thacker
Reporter, Notary

Job No. CS7396796

EXHIBIT 1

A P P E A R A N C E S

On behalf of Plaintiff:

LANCE HENRY, ESQUIRE

Allen Vellone Wolf Helfrich & Factor P.C.

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Denver, Colorado 80202

lhenry@allen-vellone.com

On behalf of Defendants:

KATRINA M. SEEMAN, ESQUIRE

JOSEPH GONZALEZ, ESQUIRE

Torts Branch, Civil Division

United States Department of Justice

P.O. Box 7146

Ben Franklin Station

Washington, D.C. 20044

katrina.m.seeman@usdoj.gov

ALSO PRESENT:

Robert Green, Esq., United States Attorneys'

Office (Via Videoconference)

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C O N T E N T S

EXAMINATION BY:	PAGE
Counsel for Defendants	5

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Exhibit 5	Modification of Consulting Agreement No. 2019-003 PLAINTIFF_00000108	123
Exhibit 6	Plaintiff's Initial Disclosures Pursuant to Federal Rule of Civil Procedure 26(a)	132
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(*Exhibits attached to transcript.)

P R O C E E D I N G S

WHEREUPON,

PAUL ROYSDON, PH.D.

called as a witness, and having been first duly sworn, was examined and testified as follows:

EXAMINATION BY COUNSEL FOR DEFENDANTS

BY MS. SEEMAN

Q Good morning, Dr. Roysdon.

A Good morning, ma'am.

Q It's nice to see you again.

A Likewise.

Q Friendly reminder, my name is Katrina Seeman. I'm a trial attorney at the Department of Justice, and I'll be taking your deposition today --

A Yes, ma'am.

Q -- in your lawsuit against the government defendants.

A Yes, ma'am.

Q Other than the deposition you had in this case a couple weeks ago, have you ever been deposed before?

1 A No, ma'am.

2 Q Have you ever filed any other lawsuit?

3 A No, ma'am.

4 Q Have you been a party to any other
5 lawsuit?

6 A No, ma'am.

7 Q Have you testified in court before?

8 A No, ma'am.

9 Q All right. So just a few rules of the
10 road before we get going, this is a formal legal
11 proceeding. It will be just like you are
12 testifying in court. Your entire deposition is
13 being recorded by our court reporter, and you are
14 testifying under oath.

15 Do you understand?

16 A Yes, ma'am.

17 Q A couple things to make it easier on
18 our court reporter: It will be important to give
19 verbal answers today and to the extent possible
20 yeses and noes, because uh-huhs, unh-unhs,
21 mm-hmms, very difficult to read back in a
22 transcript.

Page 7

1 A Yes, ma'am.

2 Q And you're doing a great job of this
3 already. We'll do our best not to speak over
4 each other. Just, that way, I'll ask my
5 question. I'll give you a chance to give your
6 full answer, and I'll move on to the next
7 question.

8 Does that make sense?

9 A Yes, ma'am.

10 Q If you don't understand a question,
11 please just ask me to clarify. I'm happy to do
12 so. But if you do answer, I'm going to assume
13 that you understood the question.

14 Is that fair?

15 A Yes, ma'am.

16 Q If you need a break, just let me know.
17 We'll stop. But if there's a question pending, I
18 just ask that you answer it first before we go on
19 the break.

20 A Yes, ma'am.

21 Q Have you taken any medications today
22 that might affect your ability to testify?

1 A No, ma'am.

2 Q Is there any reason you would not be
3 able to testify truthfully and completely today?

4 A No, ma'am.

5 Q And I guess before we get going too
6 far, we're also -- I just should introduce the
7 parties in the room as well. So, like I said, my
8 name is Katrina Seeman.

9 I'm joined by my colleague, Joseph
10 Gonzalez, and Robert Green is joining us
11 virtually. And then?

12 MR. HENRY: Lance Henry for the
13 plaintiff is present as well.

14 MS. SEEMAN: Okay. Great.

15 BY MS. SEEMAN

16 Q And I'll do my best at this, too. I
17 know we're sitting close to each other. It's
18 easy to sort of speak softly, but we'll have to
19 make sure we both keep our voices up, so our
20 court reporter has an easier time recording what
21 we're both saying.

22 A Yes, ma'am.

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1 Q And if I start talking too fast, which
2 I am prone to do, please just let me know, and
3 I'll slow down for you. Okay?

4 A Okay.

5 Q Okay. Great. Dr. Roysdon, have you
6 gone by any other name?

7 A No, ma'am.

8 Q Any nicknames?

9 A No, ma'am.

10 Q What's your current address?

11 A 26710 Turkey Run, Boerne, Texas 78006.

12 Q And how long have you lived there?

13 A Eight years.

14 Q Did you live in Texas before that?

15 A No.

16 Q Where did you live?

17 A California.

18 Q Okay. How long did you live in
19 California?

20 A I moved a lot. I don't recall.

21 Q Do you have an estimate?

22 A Off and on for about 14 years.

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1 Q Okay. Last four of your social?

2 A 4481.

3 Q Date of birth?

4 A 3/10/81.

5 Q That makes you how old today?

6 A 44.

7 Q Are you married?

8 A Yes, ma'am.

9 Q How long have you been married?

10 A This will be 15 years.

11 Q What's your spouse's name?

12 A Elizabeth.

13 Q Is that your only marriage?

14 A Yes, ma'am.

15 Q Any kids?

16 A Yes, ma'am.

17 Q Just first names and ages, if they're
18 over 18.

19 A Just one. Under 18.

20 Q Under 18. Okay. How old?

21 A She's five.

22 Q Fun age.

EXHIBIT 1

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202-857-3376

Roysdon Fact Witness_000010

1 A Yes.

2 Q Highest grade you attended in school?

3 A A Ph.D.

4 Q Other than your Ph.D., what other
5 degrees have you earned?

6 A I've earned several. The Ph.D. was a
7 dual Ph.D., three master's degree, dual
8 bachelor's degree.

9 Q Other than those, any other
10 certificates or professional licensures?

11 A Professional licenses, for example?

12 Q For example, civil engineers typically
13 have an engineering license.

14 A Oh, no.

15 Q Okay. Do you have any social media?

16 A No.

17 Q Because of your job?

18 A Not in my line of work, yes.

19 Q Have you given any interviews or
20 statements to the media about this lawsuit?

21 A No.

22 Q Okay. Did you bring any documents,

1 pictures or anything like that with you today
2 that deal with this case?

3 A No, ma'am.

4 Q Did you review any documents in
5 preparation for today's deposition?

6 A Yes, ma'am.

7 Q What did you look at?

8 A The second amended -- second amended
9 complaint.

10 Q Anything else?

11 A No, ma'am.

12 Q Other than your attorneys, did you
13 discuss your deposition with anyone?

14 A No, ma'am.

15 Q Other than your attorneys, who have you
16 discussed this lawsuit with?

17 A My wife and maybe a close friend. This
18 has been fairly close-held.

19 Q And what's the friend's name?

20 A I said maybe because I don't recall.

21 Q Okay. What's the friend's name,
22 though?

Page 13

1 A I don't recall. It could have been a
2 close friend.

3 Q I just want to be clear. You don't
4 remember who you talked to about this lawsuit?

5 A If I happened to talk about it, it
6 might have been a friend of mine by the name of
7 Steven, but that's --

8 Q Does Steven have a last name?

9 A I'm not sure I mentioned this to him.
10 Banks.

11 Q And how do you know Steven?

12 A We've known each other for many years
13 from school, college. But no details.

14 Q You don't remember any details about
15 that --

16 A We didn't --

17 Q -- conversation if it happened?

18 A We didn't discuss details, just --

19 Q Okay. Just --

20 A -- the fact that I was doing something
21 to clear my name.

22 Q Okay. What's your current job?

1 A Deputy Director of National
2 Intelligence.

3 Q And at what agency?

4 A Office of the Director of National
5 Intelligence.

6 Q What's your current pay rate?

7 A I'm a SNIS Level 3.

8 Q All right. Generally --

9 A S-N-I-S, SNIS Level 3.

10 Q Thank you.

11 A Yes, ma'am.

12 Q Generally, what are your job
13 responsibilities?

14 A I oversee a large portfolio for the
15 entire intelligence community. That includes
16 major acquisitions, studies and analysis prior to
17 those acquisitions, policy for the entire IC,
18 awards, JDAs.

19 Q What's a JDA?

20 A A joint duty assignment. That's --
21 that gives somebody the ability to, say, work at
22 NSA for two to three years and then take a short

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1 assignment of maybe a year at CIA or FBI. Joint
2 duty assignment.

3 I also oversee the entire science and
4 technology portfolio for the intelligence
5 community. That includes things like AI and
6 cyber and a bunch of other things.

7 Q Where's your office located?

8 A McLean.

9 Q Virginia?

10 A Yes, ma'am.

11 Q And how long have you been in your
12 current role?

13 A Nine weeks.

14 Q Do you -- other than your job at ODNI,
15 do you have any other current income sources?

16 A No, ma'am.

17 Q Are you permitted to have outside
18 employment in your current role?

19 A Define outside employment.

20 Q Employment that is not through ODNI.

21 A I'm allowed to serve on boards, but I'm
22 not allowed to necessarily serve in positions

1 where I make a salary.

2 Q Okay. So you're not permitted to make
3 a salary in any outside --

4 A Correct.

5 Q Okay. Do you serve on boards right
6 now?

7 A I serve on one nonprofit.

8 Q What's that?

9 A Oh, I'm forgetting the name of it.
10 It's -- I forget the name of it. The purpose is
11 to provide funding for military service members
12 in the event of, like, a legal need.

13 Q Are you in your current role permitted
14 to compete for any government contracts?

15 A Am I permitted to compete?

16 Q Yes.

17 A No.

18 Q Why not?

19 A Because I do major acquisitions for the
20 intelligence community.

21 Q And then are you --

22 A It's strictly foreboden. Sorry.

1 Strictly forbidden.

2 Q Are you permitted to work on any
3 subcontracts?

4 A No, ma'am.

5 Q How about consulting for a fee?

6 A No.

7 Q Consulting for free?

8 A Consulting for free. I don't believe
9 that's permitted because it would create a
10 conflict of interest. I haven't asked and I'm
11 not performing any sort of duties like this. I
12 wouldn't even consider it.

13 Q All right. Prior to your position at
14 ODNI, what -- where did you work?

15 A Leidos.

16 Q What was your -- actually, when did you
17 start at Leidos?

18 A September 2020.

19 Q And when did you leave Leidos?

20 A March 2025, nine weeks ago.

21 Q Did you have any gap in employment
22 between --

1 A Zero.

2 Q -- Leidos and ODNI?

3 A Zero.

4 Q Why did you leave Leidos?

5 A I received a political appointment to
6 serve at ODNI.

7 Q And you wanted to take it?

8 A Yes, ma'am.

9 Q What was the title that you held when
10 you first started at Leidos?

11 A When I first started, I was the AI
12 chief or chief AI solutions architect, and when I
13 left, I was the chief AI scientist for the
14 company.

15 Q Did you hold any -- actually, let me
16 rephrase.

17 Are either of those executive-level
18 positions at Leidos?

19 A Yes, ma'am.

20 Q Both?

21 A Not when I entered.

22 Q Not when you entered. Okay. But by

1 the time you left?

2 A Yes, ma'am.

3 Q What was your pay rate when you first
4 started at Leidos?

5 A Pay rate?

6 Q Or your salary.

7 A 271 annual without bonus.

8 Q Okay. Do you know how much your
9 bonuses were?

10 A My first year, I did not get a bonus.
11 No, that's not right. I did receive a small
12 bonus of maybe -- maybe 50,000.

13 Q And that would have been for 2020?

14 A I would have received that in '21. I
15 can't recall exactly.

16 Q And when you left Leidos, what was your
17 salary?

18 A Total compensation was 520,000. Base
19 salary was maybe 302. I don't recall exactly.

20 Q What were your general duties -- let's
21 start with when you first started at Leidos.

22 A When I first started, I worked within

Page 20

1 the AI accelerator at Leidos. My general duties
2 were to oversee AI developments broadly for
3 research projects that the accelerator was
4 working on.

5 The accelerator served the needs of
6 each of the business sectors of Leidos. Business
7 sectors are defense, intelligence, health, civil
8 and international. Those are the defined sectors
9 of the company, each with like a division
10 president. And each had research and development
11 projects that the AI accelerator assisted in, and
12 I kind of oversaw the architecture of those AI
13 elements.

14 Q Were -- did any of those business
15 sectors include cyber AI?

16 A Yes.

17 Q Can you tell me which ones?

18 A Primarily the defense and intelligence
19 sectors.

20 Q All right. And then by the time you
21 left -- actually, let me back up.

22 Did you have any position between your

1 first position at Leidos and your -- the position
2 you had when you left?

3 A No, ma'am.

4 Q Okay. When you left Leidos, what were
5 your general duties?

6 A I oversaw the science and technology AI
7 portfolio for the entire company.

8 Q Did that include cyber AI?

9 A Among many, yes.

10 Q What sort of difference in
11 responsibilities did you have from your first
12 position to your second?

13 A The impact was broader.

14 Q What do you mean by that?

15 A In the -- in the last position, I was
16 more or less responsible for AI developments
17 across the company, so this included a lot of
18 human language translation, a lot of imagery,
19 particularly as we were doing work with the
20 health sector and civil sector. There was a
21 component with -- with AI and cyber for the DoD
22 and intelligence sector. It was just larger

1 responsibilities. I was involved in more
2 proposals for the company, involved in more
3 presentations.

4 Q Did you participate in any work to
5 obtain contracts?

6 A Proposals, yes.

7 Q Proposals. So the proposals, just to
8 be clear, are for government contracts?

9 A Those are all government contracts,
10 yeah. So that would be a response to -- like for
11 DARPA, it would be a BAA, a broad agency
12 announcement, or an RFI, request for information,
13 or an RFP, which is request for proposal, so
14 you'd often write proposals for each of those.
15 The different government agencies call them
16 different things, but, usually, it's an RFI or an
17 RFP, with the exception of DARPA --

18 Q Is --

19 A -- who calls it a BAA.

20 Q Is it fair to say that at least some of
21 your work in Leidos was in the cyber AI field,
22 then?

1 A Yes, ma'am.

2 Q All right. Do you personally break
3 that down between offensive and defensive cyber?

4 A You can. We didn't.

5 Q Okay. Did that matter to you?

6 A It does a lot.

7 Q Why?

8 A In order to do good defensive work, you
9 really have to attack a system and do good
10 offense. We took a game theory approach where we
11 combined the two in kind of a war against each
12 other. As one algorithm becomes very good at
13 attacking, as long as these are in a tight,
14 closed loop, the other algorithm can learn about
15 those attacks and improve their defenses.

16 So I do not -- I do not look at them as
17 distinct. Most of the industry does, and this is
18 where this emerging field of cyber AI is
19 changing.

20 Q And it's changing to understanding that
21 the best offense -- or the best defense is a good
22 offense?

1 A Yes, ma'am.

2 Q Okay. Did you have any other income
3 sources when you were working at Leidos?

4 A Yes. I did some consulting.

5 Q For who?

6 A A company called StarNav in California.

7 (Reporter clarification.)

8 THE WITNESS: StarNav.

9 MS. SEEMAN: S-T-A-R-N-A-V.

10 THE WITNESS: Yes, ma'am.

11 BY MS. SEEMAN

12 Q Did you have to get permission before
13 working with StarNav?

14 A Yes.

15 Q Why?

16 A Just to make sure there wasn't a
17 conflict of interest.

18 Q Were you permitted to have outside
19 employment during your time at Leidos?

20 A Yes.

21 Q Did you?

22 A Yes.

Page 25

1 Q What outside employment did you have?

2 A Consulting.

3 Q Other than StarNav, did you do any
4 other consulting work during your time at Leidos?

5 A No. I published a few books.

6 Q Casual.

7 A They didn't generate positive revenue,
8 but there were several that were sold.

9 Q What books did you publish?

10 A I published a book on how to do
11 research, titled How to do Research. The
12 precursor was that was How to do Research
13 Remotely. Keep in mind, this was in the time of
14 COVID.

15 I published another book titled Math
16 Refresher for Data Science Machine Learning and
17 AI and a math handbook for data science machine
18 learning and AI. And then, during that time, I
19 was working on a book that I recently finished in
20 March titled a comprehensive -- I can't remember
21 the title exactly. A Comprehensive Review of
22 Data Science Machine Learning and AI. And I sold

1 the books at the cost of the publishing to make
2 those widely available as possible.

3 Q Were you permitted to have any
4 government contracts during your time at Leidos,
5 you personally?

6 A No, ma'am.

7 Q I'll ask the follow-up even though I
8 know the answer.

9 A Okay.

10 Q So did you have any government
11 contracts during your time at Leidos?

12 A No, ma'am.

13 Q Okay. Other than StarNav, did you work
14 on any other subcontracts?

15 A No.

16 Q And just to be clear, was StarNav --
17 was that -- were you working as a consultant
18 subcontractor?

19 A I was working as a 1099.

20 Q Was the work that StarNav was doing --
21 did they have a contract with the government?

22 A They did. The work that I did for

1 them, just to clarify, was leveraging the
2 algorithms and software that I built, derived and
3 built during my Ph.D. So I was providing,
4 essentially, software updates. I gave the
5 software to them for free because they're a
6 colleague of mine.

7 Q Did the StarNav consulting have
8 anything to do with cyber AI?

9 A It did not.

10 Q Okay.

11 A No conflict of interest.

12 Q Other than -- so you're saying conflict
13 of interest. So do outside consulting -- did it
14 have to be an area that Leidos didn't operate in?

15 A No. It had to be an area that I was
16 not performing duties in my job.

17 Q At Leidos, right?

18 A At Leidos.

19 Q Okay.

20 A So it could not be related to AI. It
21 also couldn't be related to cyber since I was
22 doing some cyber work. The work that I was doing

1 for StarNav was in the title. It was navigation
2 system stuff.

3 Q I was like, stars? Great. Okay.

4 Other than StarNav, did you have any
5 other -- did you do any other outside
6 consulting --

7 A No, ma'am.

8 Q -- during your time at Leidos?

9 A Sorry.

10 Q Go ahead.

11 A No, ma'am.

12 Q Before Leidos, where were you employed?

13 A Before Leidos, I worked for the
14 National Security Agency.

15 Q And when did you leave NSA?

16 A And I also had a JDA at ODNI in the --
17 the year just before I left.

18 Q So your joint duty assignment was at
19 ODNI?

20 A Yes, ma'am.

21 Q Okay.

22 A From 2019 to 2020.

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1 Q Let's start with just NSA generally.

2 When did --

3 A Okay.

4 Q -- you start working there?

5 A I started work at NSA in 2015.

6 Q What was your salary or grade when you
7 first started?

8 A So the first time I was there, I was
9 there as an intern during my Ph.D., and my grade
10 might have been a GS-12. I did two summer tours,
11 one at NSA Texas and one at NSA Washington.

12 Q Do you have a preference for offices?

13 A No.

14 Q What was your grade when you left NSA?

15 A GS-14.

16 Q Do you remember what your annual salary
17 would have been then?

18 A I don't. Maybe around 94,000.

19 Q What was your -- I know you mentioned
20 you were an intern when you started.

21 What was your title when you left?

22 A I was the chief data scientist for

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1 the -- for the field site in Texas. That would
2 be kind of an unofficial title because our
3 official titles have -- well, I'll just say that
4 they're different.

5 Q Let's talk about your joint duty
6 assignment. You mentioned it was 2019 to 2020.

7 How was that different than your just
8 NSA responsibilities?

9 A So I still continued some of my NSA
10 responsibilities in that role. However, when I
11 was at ODNI, I was brought in as a -- like an AI
12 technical fellow -- that was my title there -- to
13 try to get AI integrated into the entire IC.

14 Q So --

15 A Which is a bit different than what --
16 I'm sorry.

17 Q Oh, no, go ahead. You were going to
18 say --

19 A It's a bit different --

20 Q -- it's different?

21 A -- than my role now where I'm
22 overseeing AI for the entire IC.

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1 Q And who is included in the intelligence
2 community?

3 A There are 18 agencies. I'll give you
4 maybe the top five. Okay.

5 Q Great.

6 A CIA, NSA, NRO, NGA and DIA are the
7 largest of the 18.

8 Q Is there any connection between the
9 Department of Defense and ODNI?

10 A Yes.

11 Q How are they related to each other?

12 A Okay. So there's a few ways that the
13 DoD and the IC are related, in that there are
14 several agencies like the ones I just provided
15 you, with the exception of CIA, that have what is
16 called MIP and NIP funding. NIP funding is
17 National Intelligence Program funding. MIP
18 funding is Military Intelligence Program funding.

19 NSA, NRO, NGA and DIA have both
20 military and IC -- or, rather, DoD and IC
21 funding. As a consequence of that, I am
22 overseeing -- in my position overseeing all 18 IC

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1 agencies. I have to coordinate often with the
2 DoD on projects and programs for those agencies.

3 Q When -- when coordinating with DoD,
4 what level are you coordinating with?

5 A What do you mean? Like the people I'm
6 coordinating with?

7 Q Yeah, like what position.

8 A Deputy Secretary of Defense --

9 Q Okay.

10 A -- that kind of level, yes.

11 Q Where were you -- where was your work
12 station when you were on your joint duty
13 assignment?

14 A At Liberty Crossing in McLean, same
15 location.

16 Q When you -- I'm just trying to get a
17 sense of like where you were at what time.

18 So, for NSA, when were you in San
19 Antonio?

20 A 2017 through 2019 and then off -- on
21 and off again in 2020 for the first part of --
22 no. Yeah, on and off again in the first half of

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1 the year. The shutdown happened in March, so all
2 of us were sent home at that point and --
3 including myself from ODNI.

4 So, at that time, I was reporting to
5 duty for ODNI and for NSA to NSA Texas from
6 about -- I don't know -- end of March until I
7 resigned in September.

8 Q During the shutdown, were you able to
9 work remotely?

10 A Yes and no. The work I do is
11 classified, which, of course, I can't do at home.
12 There was some unclassified work that I could do,
13 but, generally speaking, no.

14 Q Okay. And I forgot to ask you this.
15 Where was your Leidos office located?

16 A From 2020 -- okay. Well, technically,
17 my -- my office at that time was headquarters
18 here in Reston, Virginia. I worked from home,
19 but I traveled once a month for about a week at a
20 time to Reston from roughly 2020 all the way
21 through 2025.

22 Q Did you have other income sources when

1 you worked at NSA?

2 A Only for the period of 2019 through
3 2020.

4 Q And that would have been on the Global
5 Infotek --

6 A That was the GITI --

7 Q -- consultant --

8 A -- contract. Correct.

9 Q Okay.

10 A I was a consultant on a 1099.

11 Q Did you have any other outside
12 employment other than the --

13 A No, ma'am.

14 Q -- GITI contract?

15 And just for the record, GITI is
16 G-I-T-I.

17 Were you permitted to have government
18 contracts yourself during your time at NSA?

19 A I don't know. I had a conversation --
20 and you have the documents of the conversation
21 that I had, at least with the e-mails, you have
22 the documents -- with NSA Office of General

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1 Counsel. It is permissible to do -- to work on a
2 government contract provided that it does not
3 conflict and you're not working for the same
4 agency.

5 I'll give you an example. The people
6 who clean our rooms and empty our trash often are
7 people that are employees at NSA during the day.
8 They work on a separate government contract
9 because they're cleared employees that then in
10 the evening take a job to basically empty the
11 trash. So it is permissible for examples like
12 that, and it's simply because we require people
13 with clearances to enter our spaces. I was not
14 emptying trashes.

15 Q I actually wasn't going to ask that,
16 but I want to refine my earlier question.

17 So were you permitted to compete for
18 government contracts during your time at NSA?

19 A I don't know. I imagine so based on
20 the example I just gave you, but I don't know.

21 Q Okay. And another question along this
22 line: Were you permitted to bid on contracts as

1 an NSA employee?

2 A It is my understanding, yes, but I
3 don't -- I don't know. I, for one, never had to
4 bid on anything. I was requested by name.

5 Q All right. Do you have any businesses?

6 A Yes, I've had a few businesses.

7 Q What are they?

8 A At the moment, I only have one. It
9 is -- it's a kind of open-ended consulting
10 company.

11 Q What's the name of it?

12 A Roysdon, LLC. It's an official LLC in
13 Texas.

14 Q How long have you had your consulting
15 company?

16 A So, as Roysdon -- well, Roysdon, LLC as
17 Roysdon, LLC was founded maybe two years ago, but
18 I did work as, you know, Roysdon Consultants, not
19 an LLC, just as a consultant on a 1099 for many
20 years prior to that.

21 Q Other than your consulting company,
22 what other companies do you have?

1 A I don't have any companies currently.

2 Q What company -- have you had any other
3 companies in the past, let's say, ten years?

4 A Yes.

5 Q Just what -- how many?

6 A I had another company called
7 AeroAnalysis, LLC. It was a California company.
8 I closed that when I left California, so it's
9 more than ten years ago, but I kept the name and
10 the website and the e-mail address.

11 Q Did that company have anything to do
12 with cyber AI?

13 A I did consulting under that name.

14 Q For your -- for the Roysdon, LLC or
15 Roysdon Consulting, is it okay if I call it LLC?
16 Will you understand I'm talking about your entire
17 consulting --

18 A Sure.

19 Q -- business? Okay. Great.

20 So, for Roysdon, LLC --

21 A Sorry. Yes.

22 Q Thank you. For Roysdon, LLC, do you

1 have any business partners?

2 A No.

3 Q Do you have any staff?

4 A No.

5 Q What government contracts have --
6 actually, let me ask it this way: Have you
7 worked on any government contracts outside of
8 your consulting business?

9 A No.

10 Q Okay. So, for your consulting
11 business, what -- how many government contracts
12 have you worked on?

13 A So far, as Roysdon, LLC, I have not
14 worked any government contracts.

15 Q Okay. And then Roysdon Consulting --

16 A As Paul Roysdon, I worked on a contract
17 for StarNav, but not any government contracts.

18 Q Okay. How about -- have you had any
19 subcontracts for your Roysdon Consulting
20 business?

21 A No, ma'am.

22 Q How about consulting agreements?

1 A For Roysdon, LLC or Paul Roysdon?

2 Q Either.

3 A No, because on the 1099, it was still
4 listed as Paul Roysdon. For both the work that I
5 did for GITI and for StarNav, it still said Paul
6 Roysdon.

7 Q Is there -- other than GITI and
8 StarNav, have you been a 1099 -- I hate to say
9 employee -- independent contractor --

10 A Right.

11 Q -- for any other companies?

12 A No, ma'am.

13 Q Okay. Have you advised on -- have you
14 advised any subcontractors in your role as a
15 consultant?

16 A Yes, ma'am.

17 Q Which companies?

18 A Okay. So the work that I did for
19 StarNav, I was advising StarNav on algorithms.
20 The work that I did at -- for -- well, for GITI,
21 I was advising on behalf of Air Force Life Cycle
22 Management HNCO. For the context of this

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1 deposition, HNCO has no meaning. It's just an
2 acronym without a definition.

3 The work that I was doing on behalf of
4 the Air Force, I was advising a few companies,
5 Kudu Dynamics in Chantilly, Virginia,
6 Cynnovative -- I think they're in Falls Church,
7 Virginia -- Def-Logix in San Antonio, and then on
8 one occasion for a contract that I was not going
9 to be involved in, I advised GITI on how they
10 might be more competitive on a particular
11 contract by including certain types of AI.

12 Q And have you ever been employed by the
13 Air Force?

14 A No, ma'am.

15 Q Okay. Have you ever been employed by
16 any component of DoD?

17 A No, ma'am.

18 Q In your consulting role, have you been
19 on any prime contracts?

20 A No, ma'am.

21 Q And how do you get a subcontract, to
22 your -- to your understanding?

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1 MR. HENRY: Objection to form.

2 THE WITNESS: Can you reframe the
3 question?

4 BY MS. SEEMAN

5 Q Yeah. If you -- if I wanted to go out
6 and get a subcontract today and I was a cyber AI
7 guru --

8 A Okay.

9 Q -- what do I do to get that
10 subcontract?

11 MR. HENRY: Objection. Form.
12 Foundation.

13 THE WITNESS: Usually, a prime
14 contractor will select the subcontractors that
15 they want to work with.

16 BY MS. SEEMAN

17 Q Do they do that before they bid on the
18 contract?

19 A Often, yes. Not always.

20 Q And if -- if somebody wanted to go
21 get -- go be a consultant on one of these
22 government contracts, what do they need to do to

1 do that?

2 A In my experience with consulting, the
3 prime contractor or the subcontractor will
4 contact that consultant because of name and
5 reputation to assist them on a contract.

6 Q And you're not currently doing any
7 consulting work through your LLC, correct?

8 A No, ma'am.

9 Q And that's because you don't have any
10 outside employment?

11 A Correct. Yes, ma'am.

12 Q All right. And then did you ever work
13 at Composite Engineering Incorporated?

14 A Yes, ma'am.

15 Q What was your role there?

16 A I had many roles.

17 Q What was -- what was the last role you
18 held?

19 A It was the equivalent of like a senior
20 researcher. We didn't really hold titles. If
21 you looked at our business cards, our business
22 cards did also not hold titles because our roles

1 and responsibilities were very fluid.

2 Q What was your pay rate or salary when
3 you left that place?

4 A I don't recall. It was many years ago.

5 Q Do you remember if it was less than
6 what you were making at NSA when you started at
7 NSA?

8 A I was making more.

9 Q You were making more at Composite --

10 A Composite --

11 Q -- Engineering?

12 A -- engineering, yeah. Going to the
13 government was a pay reduction.

14 Q Did you have any other income sources
15 when you were working at Composite Engineering?

16 A Yes.

17 Q What were those sources?

18 A Again, I was doing consulting. That
19 was around the time that I had started the
20 AeroAnalysis, LLC in California, which I
21 mentioned earlier.

22 Q So when did you first start pursuing

1 work in the cyber AI field?

2 MR. HENRY: Objection. Foundation.

3 THE WITNESS: Can you refine your
4 question?

5 BY MS. SEEMAN

6 Q Yeah. I guess this is sort of a
7 difficult question because you kind of helped
8 create the field, so --

9 A Yes, ma'am.

10 Q How did you first get involved in
11 pursuing and/or creating the cyber AI field?

12 A Okay. Thank you. As you stated
13 correctly, I essentially created the cyber AI
14 field starting at NSA. The work I was doing at
15 NSA -- when I -- so, unclassified, we'd state the
16 work as being tool development for cyber network
17 operations, and in that role, I worked both in
18 the capabilities directorate and the operations
19 directorate, initially using common software
20 practices to develop these tools.

21 It was clear to me almost immediately
22 that -- I'm sorry. I'm having to be careful with

1 my words because of classification.

2 Q I understand.

3 A So I'm trying to think carefully. It
4 was clear to me early on that to be competitive
5 against our adversaries, the current set of
6 tools, essentially, could not be operated by a
7 human. We really needed to have machines doing
8 these operations. And so, around 2018 and 2019,
9 I started building tools that included
10 statistical algorithms and then statistical
11 learning algorithms, what commonly would be
12 called machine learning. Today the new term is
13 AI, even though not much of it is really
14 intelligent yet. I would still call it
15 statistical learning or machine learning. And
16 then, during that time, essentially, created
17 within the agency, essentially, a new field of
18 what we were calling even at that time cyber AI.

19 Q Why were you interested in developing
20 and pursuing cyber AI?

21 A Because it was the only way to,
22 essentially, beat our adversaries is to create

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1 the best techniques and tools for cyber network
2 operations to defend the country at the speed and
3 scale of machines and to subvert our adversaries
4 at the speed and scale of machines. What it
5 comes down to is not more humans, but more GPUs.

6 Q During your employment at NSA as these
7 things were developing, did you present any
8 projects to NSA leadership?

9 A I did.

10 Q And I'll just put the disclaimer here.
11 I am not asking for any classified information
12 today, and so to the extent you think my question
13 might start to impede on that, don't interpret it
14 any other way.

15 A Okay.

16 Q And if you need clarify that as we go
17 through this, please just do so.

18 A Yes, ma'am.

19 Q Okay. So how many cyber AI projects
20 did you present at NSA?

21 A Roughly six.

22 Q Who do you present those to?

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1 A I presented to my immediate leadership,
2 which was in one organization, and I was
3 dual-hatted in an operations organization. I
4 also presented to that leadership and several of
5 the operators. Operators are kind of like your
6 Navy Seals that work on keyboards to navigate
7 into other countries and do stuff for this
8 country.

9 Q Were there any projects that NSA was
10 interested in pursuing?

11 A No.

12 Q Okay. For all six?

13 A Correct, for all six. They were very
14 interested, but were worried about risk.

15 Q And what do you mean by that?

16 A New things are always deemed to have
17 risk. This was very new. Any form of
18 automation, nobody had done before, not this type
19 of automation.

20 Q So, once you sort of get the no on
21 these projects, what do you do next with them, if
22 anything?

1 A I did nothing.

2 Q Did anybody at NSA suggest you pursue
3 your projects with outside organizations?

4 A Yes. There was an individual by the
5 name of Todd Jaspers who worked in NSA operations
6 and was dual-hatted with CYBERCOM, specifically
7 Air Force Cyber, and he requested that I present
8 these ideas to Air Force Cyber, because in their
9 mission, they tend to be much more forward
10 leaning and much more tolerant of risk.

11 Q How did Todd Jaspers know that you were
12 working on cyber AI projects?

13 A He was in the same office that I was
14 presenting the information to.

15 Q Was there any supervisory subordinate
16 relationship between the two of you?

17 A No. We were peers.

18 Q Okay. So --

19 A And based on his deposition, he
20 confirmed this.

21 Q For -- once Todd Jaspers brings up, you
22 know, presenting to the Air Force, what do you do

1 next?

2 A Todd Jaspers introduced me to a member
3 of Air Force Life Cycle Management HNCO and
4 arranged a time to present the information.

5 I asked my leadership if it was okay
6 for me to present this to Air Force, and they
7 said yes. Since they were not interested, I was
8 free to do with it what I wanted to provided that
9 it remained in the classified environment.

10 Q Who did Todd Jaspers introduce you to?

11 A Dan Brown.

12 Q I'll get into this a little bit later,
13 but had -- to that point, had you ever heard of
14 Dan Brown?

15 A No, ma'am.

16 Q And you'd never met him before?

17 A No, ma'am.

18 Q Okay. When you -- so do you have a
19 meeting with Dan Brown?

20 A Yes. We had -- I had a meeting with
21 Dan Brown. He introduced me to Dan Brown during
22 one of their weekly meetings. I guess you'd call

1 it like a soft hand offer introduction. There
2 was a follow-up meeting -- I'm sorry. I'll let
3 you ask the questions.

4 Q Okay. So you have a weekly meeting.
5 Todd Jaspers and Dan Brown are there, correct?

6 A This was their meetings, yes, their
7 weekly meeting.

8 Q Okay.

9 A He asked me to --

10 Q Was there --

11 A -- attend at the end to just introduce
12 me.

13 Q Was there anybody else at that first
14 meeting?

15 A There were several people, and I don't
16 know them.

17 Q Okay. Were there people there that you
18 ended up working with --

19 A No, ma'am.

20 Q -- at any point? Okay.

21 And then you mentioned a follow-up
22 meeting, correct?

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1 A The follow-up meeting was the first
2 opportunity I had to present the ideas. Dan
3 Brown brought with him David Rivera from
4 Def-Logix and his deputy -- I don't recall his
5 name -- to, essentially, vet the ideas that I was
6 proposing.

7 Q What do you mean by vetting your ideas?

8 A The ideas that I was proposing were
9 very revolutionary. He wanted somebody else in
10 the room that was smart enough to understand the
11 ideas even though they didn't have a background
12 in AI, understand the level of automation and
13 potential of the algorithms and whether or not
14 that's something that the Air Force should
15 pursue.

16 Q Other than Mr. Rivera and his deputy
17 and Dan Brown, was there anybody else at that
18 meeting?

19 A No, ma'am.

20 Q Okay. What happens after that second
21 meeting?

22 A I don't recall the timeline, but,

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1 somehow, I guess maybe within a week or two, Dan
2 Brown reached out to me, asked me if I'd consider
3 working as a consultant. At the time, that
4 hadn't even occurred to me, so I had to check
5 with legal.

6 So I reached out to Office of General
7 Counsel, OGC, at NSA. I spoke with an Amy
8 Riviera, I think. Fairly confident on the first
9 name. Last name, I might be mixing up the
10 letters.

11 She gave me a lot of legal advice. It
12 basically came down to, as long as it didn't
13 conflict with my work -- and you have some of the
14 e-mails that she followed up with. I provided
15 that content to leadership. She said my
16 leadership had to approve. My leadership did
17 approve.

18 We worked flexible work hours at NSA,
19 so it allowed me to do some of that work, say,
20 during lunch or a break. If I had to go over to
21 Air Force, I would just take a long lunch and
22 make sure I put in my 40 hours at NSA and then --

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1 you know, at some point during the week, so I
2 didn't have to be there necessarily nine to five,
3 and often I would stay late at NSA to complete my
4 hours. And then, of course, nights and weekends,
5 I would work.

6 My leadership approved. I went back.
7 I had several phone conversations with Amy. I
8 tried to ensure we also had an e-mail tracking of
9 those conversations so I had evidence of what I
10 was doing, that it was above board. In case
11 anybody in the future disputed it, I wanted to
12 make sure I had that in e-mails.

13 And at some point, Dan arranged -- I
14 would call it a line of funding. I didn't work
15 for Dan directly. He arranged for me to be
16 brought on a contract that GITI had. So the
17 funding somehow went from Air Force Life Cycle
18 Management HNCO through AFRL, Air Force Research
19 Laboratory, to a contract that GITI was on, which
20 I believe was the ACT 2, A-C-T 2, contract.

21 I was brought on to that as a
22 consultant on a 1099, and the money was kind of

1 routed through there so I could help -- excuse
2 me -- so that I could help advise the Air Force
3 on these cyber AI projects. I know it sounds
4 convoluted. It was.

5 Q We're going to break it all down.
6 Don't worry.

7 So let's sort of back up. So is it
8 fair to say that Dan Brown was your Air Force
9 point of contact?

10 A Yes, ma'am.

11 Q Was there anybody else at the Air Force
12 that you regularly communicated with?

13 A No, ma'am.

14 Q And did you regularly communicate with
15 Dan Brown?

16 A Yes, ma'am.

17 Q What e-mail address did you use to
18 communicate with Dan Brown?

19 A It varied. For unclassified
20 communication, I used an unclassified e-mail
21 address. For classified communication, though
22 infrequent, I was allowed to use my NSA address.

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1 Q And for your unclassified e-mail, would
2 that have been a personal e-mail?

3 A It was a personal e-mail.

4 Q Do you remember the e-mail address?

5 A I don't. It's since been deleted.

6 Q Is it something like AidedNav?

7 A Yes. Probably yes.

8 (Reporter clarification.)

9 THE WITNESS: AidedNav,
10 A-I-D-E-D-N-A-V.

11 BY MS. SEEMAN

12 Q At Gmail.com?

13 A Yes, ma'am. Thank you.

14 Q All right. And, earlier, you know, you
15 said six projects.

16 Were all of those projects part of the
17 same umbrella?

18 A Yes, the umbrella, and the unclassified
19 name was titled Fibonacci.

20 Q And so all six of those projects were
21 related?

22 A Yes, ma'am.

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1 Q Okay. So I just want to clarify. So,
2 earlier, when you were presenting your projects
3 to NSA, you didn't do six separate ones for each
4 part of the Fibonacci projects?

5 A When I presented to NSA, there were, I
6 would say, generally speaking, six different
7 areas and ideas for how we could improve cyber
8 network operations in those areas using the
9 combination of cyber and AI tools, where AI was
10 built into the cyber tools fundamentally.

11 Q All right. And then going back to your
12 e-mail address, you mentioned your -- the Gmail
13 that we talked about. You said it's since been
14 deleted.

15 Do you know when it was deleted?

16 A I don't.

17 Q Do you know if it was after 2022?

18 A I don't recall.

19 Q Do you know why you deleted it?

20 A When I closed down the business, I no
21 longer had a need for it.

22 Q And which business was that e-mail

1 associated with?

2 A AeroAnalysis. Or, no. I had
3 started -- based on my Ph.D. research, I had
4 started -- or created a website -- I think I
5 created a website. I don't even know. I don't
6 recall. But the AidedNav term was based on my
7 research, my Ph.D. research.

8 Again, the work I did for GITI, I did
9 on a 1099 as Paul Roysdon, not as AidedNav,
10 though there are references for AidedNav.

11 Q Did you use the AidedNav Gmail to
12 communicate with GITI?

13 A I did. So, for example, my weekly
14 reports were communicated to the program manager,
15 Ted Oakley, through that Gmail account.

16 Q Okay. So, as you're advancing --
17 actually, I just want to make sure I understand
18 this.

19 So you present the Fibonacci projects
20 to Dan Brown and the Air Force HNCO staff,
21 correct?

22 A Just to Dan Brown.

1 Q Just to Dan Brown. Okay.

2 A Later it was presented to his
3 leadership.

4 Q Okay. Were you in that presentation to
5 the leadership?

6 A I was in one of those presentations. I
7 believe he had presented it to his leadership
8 maybe once or twice before he brought me in as a
9 subject matter expert to present.

10 Q Okay. How many, to your knowledge,
11 presentations were there to the leadership about
12 the Fibonacci projects before you were brought on
13 as a consultant?

14 A It would only be one.

15 Q Okay. And for the one that you
16 participated in, how did you identify yourself at
17 that meeting?

18 A As Paul Roysdon.

19 Q Did you identify yourself as an NSA
20 employee?

21 A I identified myself as Paul Roysdon,
22 someone who also worked at NSA.

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1 Q And for the meeting you were at, do you
2 remember anybody other than Dan Brown that was
3 there?

4 A I don't recall. At least for that
5 meeting, I don't recall.

6 Q You mentioned leadership. Do you know
7 like what level or position?

8 A It could have been -- though I don't
9 recall, it could have been his local leadership
10 in that HNCO office in Texas. It probably also
11 included his leadership in Washington, D.C.,
12 which would have included Danny Burghard and
13 Allen Rabayda. But, again, at that meeting, I
14 don't recall.

15 Q Okay.

16 A I do recall the last meeting we had.

17 Q When you -- earlier you mentioned you
18 had a flexible work schedule at NSA.

19 When you were presenting to the Air
20 Force, were you on the clock at NSA?

21 A No, ma'am.

22 Q And were -- these presentations of the

1 Fibonacci projects, were those your first
2 interactions with the Air Force as an NSA
3 employee?

4 A Yes, ma'am.

5 Q Okay. Other than the initial meetings
6 we discussed and the presentations we discussed,
7 were there any other meetings that you were
8 involved in before you became a consultant with
9 GITI?

10 A No, ma'am.

11 Q Okay. When you presented at the -- did
12 you talk at the presentation with Air Force
13 leadership?

14 A Yes. I was presenting.

15 Q Okay. In an unclassified manner --

16 A Okay.

17 Q -- what were you presenting?

18 A I presented several ideas that then
19 became or maybe at that point were already titled
20 part of this Fibonacci series. I think at that
21 point I presented maybe three or four projects.

22 To clarify, when I presented these

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1 topics within computer network operations at --
2 at NSA, Fibonacci was not associated or
3 affiliated with the projects as far as the name.
4 That was a name that Dan Brown wanted to create
5 to have some kind of pizzazz to the projects for
6 his senior leadership, so that when it was
7 presented to the senior leadership, it, you know,
8 had a fancy title. For me, I was focused on the
9 technology --

10 Q Okay.

11 A -- not on fancy names. So, by the time
12 it was presented to his leadership, it did have
13 these names, and there were at least three
14 projects, and I can't remember the other ones at
15 the moment.

16 Are you looking for more details?

17 Q No, that's all right.

18 A Okay.

19 Q For the naming, though, so you did not
20 name the projects Fibonacci and Fibonacci XYZ and
21 the like?

22 A I facilitated this, yes.

1 Q You facilitated it?

2 A He wanted something that was very
3 mathy, and I -- I mentioned a couple of names.
4 Fibonacci was one of them. He liked that.

5 Q It has nothing to do with the Fibonacci
6 sequence?

7 A Of course it does. It's --

8 Q Okay.

9 A It's math.

10 Q You just wanted a fun math name,
11 though, is what I'm --

12 A He wanted a fun math name, yes --

13 Q Okay.

14 A -- to emphasize that we were going to
15 use some very advanced mathematics as part of the
16 cyber tools, and it was kind of a sales point.

17 Q And you might have already mentioned
18 this, but I just want to be clear.

19 Did you get -- who at NSA did you get
20 approval from to present at the Air Force?

21 A My immediate leadership.

22 Q What are their titles, if you can say?

1 A At the time -- their titles have
2 changed. At the time, my immediate leader was,
3 I'll say, a branch chief.

4 Q Other than the Air Force, had you made
5 any other pitches of projects to external
6 agencies?

7 A No, ma'am.

8 Q Okay. Is it fair to say the Air Force
9 one was your only one?

10 A Yes, but there's nuance to that,
11 because through the course of doing that work,
12 Dan Brown asked me on a number of occasions to
13 present to a larger audience.

14 One occasion in particular -- I believe
15 it was January 2020 -- I was asked to go to El
16 Segundo, California to the Aerospace Corporation,
17 which is an FFRDC, Federally Funded Research and
18 Development, FFRDC, Company. And there were many
19 other agencies present at that -- it was
20 essentially a classified conference. He asked me
21 to present at that conference. So that would
22 have included, like, Department of the Navy,

1 DARPA and a few others.

2 I was not there to pitch them, so
3 that's why I say there's nuance. I was not there
4 to pitch them. I was there to -- to brief at
5 Dan's request the progress that was -- the
6 progress of the Fibonacci projects to kind of
7 give awareness to other, like, IC and DoD
8 components, but it was not to pitch them.

9 MS. SEEMAN: Okay. So let's -- we've
10 talked a little bit about these NSA e-mails.

11 We'll go ahead and mark this as Exhibit
12 1. And a copy for counsel.

13 (Deposition Exhibit Number 1 was
14 marked for identification.)

15 THE WITNESS: Rivera, yeah. I was
16 close.

17 MS. SEEMAN: I will note, I think,
18 there's -- two pages of this are out of order.
19 And just for the record, this is Plaintiff Bates
20 15 through 26, and I believe pages 19 and 20 are
21 backwards.
22

1 BY MS. SEEMAN

2 Q All right. So I'd like to direct your
3 attention to the page that has Bates No. 24 and
4 an e-mail from you to the OGC Admin Ethics NSA
5 Office of General Counsel.

6 And what was the date of this e-mail?

7 A March 21, 2019.

8 Q All right. And this e-mail --
9 actually, do you -- I'll give you a chance to
10 review it. Let me know when you're ready.

11 A Yes, ma'am.

12 Q All right. And so, when you sent this
13 e-mail to NSA OGC, what was your understanding of
14 what your role would be with the Air Force?

15 A A technical advisor.

16 Q Did you understand this would be a paid
17 position?

18 A I believe so, yes. That's why I was
19 reaching out to OGC.

20 Q And on the page that has Bates 25, you
21 mentioned two concerns, one of them being you
22 wanted to make sure there wasn't a conflict of

1 interest.

2 A Correct.

3 Q Why were you concerned about whether
4 there was a conflict of interest?

5 A At the time, I wasn't -- I wasn't clear
6 of what the, like, legal statutes were for
7 doing -- doing work that was similar to -- to
8 work that I was doing at NSA.

9 At the time, I was the chief data
10 scientist, chief or lead data scientist, leading
11 a team -- it's actually in here -- in Enterprise
12 Discovery Operations, EDO. And I was
13 proposing -- so the work that I was doing there
14 was as a data scientist, and I was proposing
15 ideas to include data science, things here within
16 the discipline, to cyber. And I wanted to make
17 sure there wasn't a concern of, like, overlap.

18 At that point, I had prior experience
19 working in the capabilities directorate doing
20 tool development, which would include cyber
21 network operations tools, but that was not my job
22 role at that -- at this time. And that's where

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1 the -- the concern came in is that, while I had
2 prior experience doing that, I was not currently
3 doing that, but I was recommending things that
4 should be done by tool developers, and I wanted
5 to make sure there was no conflict of interest.

6 Q In just like a very basic term, was the
7 work you were doing at NSA the same work that you
8 intended to do as a consultant?

9 A No.

10 Q Okay.

11 A Thank you for clarifying.

12 Q In elementary terms, how -- how is it
13 not?

14 A How is it not?

15 Q Yes, meaning --

16 A Okay.

17 Q So you, you know, sort of created these
18 projects when you were at NSA, and then you were
19 going to go work on those projects at the Air
20 Force, correct?

21 A Correct.

22 Q Okay. So can you explain to me how we

1 get from moving this project over here to it not
2 being the same as you do at NSA?

3 MR. HENRY: Objection. Form.

4 THE WITNESS: So the work that I was
5 doing at EDO with my job title as lead or chief
6 data scientist was to build algorithms for
7 collection of data. That's the easiest way I can
8 describe it. The mission of NSA is Signals
9 Intelligence, SIGINT, so we collect data from
10 networks, from hard drives, et cetera.

11 At the time, I was developing or
12 leading and helping develop tools to do, like,
13 imagery analysis, so using machine learning for
14 imagery analysis, using machine learning to look
15 at, like, RF telemetry. So your cell phone
16 transmits signals. So I was assisting analysts
17 in building software and algorithms for doing
18 signals analysis, which is different than the
19 work that I was proposing for CNO, again, moving
20 back to what I did several years prior as a tool
21 developer, cyber network operations tools
22 developer.

1 Sorry. I can more easily talk about my
2 Leidos stuff that was unclassified entirely than
3 this because it's unclassified.

4 Q That's fair. That's fair.

5 A But it was distinctly different, in
6 that I was not developing machine learning
7 algorithms for cyber network operation tools.

8 Q Okay.

9 A I had a background in cyber network
10 operation tool development. I was not currently
11 doing that, but I knew exactly what the tools
12 were that they were using because I had -- I had
13 previously built those tools. I was saying, you
14 know what, these tools could be a lot more
15 effective if you included AI in those tools.

16 Q Okay. When you were at NSA, were you
17 doing cyber AI work?

18 A I was not.

19 Q Okay. All right. In --

20 A I was proposing it.

21 Q Proposing it. Okay. So you never at
22 NSA worked on cyber AI?

1 A For NSA, no.

2 Q Okay. On -- in this e-mail, on the
3 top -- after it says, "I have the following
4 concerns" -- "I was asked if I would consider
5 working the math problems as a part-time evenings
6 and weekends consultant to CYBERCOM."

7 Who asked you?

8 A Dan Brown.

9 Q And were you asked to consult as a
10 government employee?

11 A No.

12 Q How were you asked to consult?

13 A As a 1099 consultant.

14 Q Okay. So that would be a private
15 consultant, correct?

16 A Yes.

17 Q Okay. And then for the second number,
18 it says this will be cleared work due to the
19 sensitivity of the application while the
20 algorithm development will be, in parenthesis, U,
21 for unclassified.

22 A Correct.

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1 Q "The application will be S/NF or above.
2 Would CYBERCOM have to sponsor my clearance for
3 that work?"

4 Why were you asking about this?

5 A At the time I didn't quite understand
6 how sponsoring of a clearance worked when it came
7 to something like this. And through the phone
8 conversations with Amy, she said, no, because
9 once you have a clearance, especially like an NSA
10 clearance, you can't hold a dual clearance. So
11 NSA would hold my clearance, and I'd be able to
12 do work on their stuff and they -- they should be
13 able to just read me into a program. And that
14 was the understanding I had at the time.

15 But that's why I was asking this
16 question, because the work there, which you kind
17 of skipped over, was secret/no foreign, S/NF,
18 secret/no foreign and above.

19 Q So, for your consultant work, was that
20 going to be unclassified, or was it going to be
21 at a higher level?

22 A So there would be aspects of the work

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1 that would be unclassified, leveraging algorithms
2 that I'd previously built and had posted on -- on
3 GitHub working with some collaborators.

4 And then the advising -- often the
5 advising would be unclassified, except for when
6 we talked about things specific to the program,
7 and then that would -- that would be at the
8 program level, which was TS-SAP, Special Access
9 Program, so a Top Secret Special Access Program,
10 SAP.

11 Q Okay. And did you think you needed to
12 have clearance to be able to perform your
13 consulting work?

14 A It was required.

15 Q By who?

16 A By the Air Force.

17 Q All right. And I'd like to direct your
18 attention to Bates No. 23.

19 So this is an e-mail from you to Amy
20 Rivera at NSA Office of General Counsel, correct?

21 A Yes, ma'am.

22 Q And what's the date of this e-mail?

1 A April 9, 2019.

2 Q All right. And once you've had a
3 chance to review, please let me know.

4 A Okay.

5 Q All right. So, at this point, had you
6 had communications with Ms. Rivera outside of
7 e-mail?

8 A We talked on the phone several times,
9 yeah.

10 Q Do you know any, like, date range of
11 those calls?

12 A Yeah. It would have been between the
13 first one and the last few. We had several phone
14 conversations. So the first one was in
15 March '21, but we probably spoke on the phone
16 within a couple of days of that. We had a few
17 phone conversations, but we followed up with
18 e-mails.

19 Q And earlier you mentioned you wanted to
20 make sure that you documented those conversations
21 in e-mail, correct?

22 A Yes, ma'am. As much as possible, yes.

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1 Q Yeah. Is there anything as you're
2 looking back through this that you think you
3 talked about on a call that was not memorialized
4 in an e-mail?

5 A With what you brought up so far, no.

6 Q Okay. And so, in this e-mail, it says,
7 "I misunderstood the consultant work, and I
8 received clarification last week."

9 And then it says you've been asked to
10 consult for a private sector company.

11 A Correct.

12 Q How is that different than your prior
13 understanding from March 21st, 2019?

14 A So I think, at this time, my
15 understanding when I talked with Dan Brown is
16 that I was going to be consulting for the Air
17 Force, and the conversation I had with Amy was,
18 well, this might be a problem if you represent to
19 like senior leadership in the Air Force or
20 something like that. So I need clarification.

21 When I talked again with Dan Brown, he
22 had somehow also done some legwork -- I don't

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1 know what -- and that's where this clarification
2 came in of, like, okay, well, I'd like you to
3 work for a private company. And at this point,
4 I -- I don't recall -- I don't -- I don't recall
5 that I knew which company. So, now, we know it
6 as GITI, but at this time, I don't think it was
7 GITI. I didn't know at this point.

8 Q At this point, did you understand that
9 Dan Brown would -- I hate to use -- hook you up
10 with a company?

11 MR. HENRY: Objection to foundation.

12 THE WITNESS: It was my understanding
13 that Dan Brown had made arrangements to bring me
14 on as a consultant by name and do a by name
15 recommendation or nomination or something like
16 that.

17 Now, there's some legal restrictions
18 where you can't say, I want this person, but it's
19 like, I want to have a person with these skill
20 sets, with this sort of knowledge, and at that
21 time, I was kind of the only person in the
22 government that had that knowledge, government or

1 industry, that also had the clearances.

2 BY MS. SEEMAN

3 Q And the last bullet point -- so one,
4 two, three, four, five -- the fifth bullet point
5 says, "I have discussed this matter with my
6 leadership, and I have their approval to do this
7 consulting outside of work hours."

8 Who in your leadership approved your
9 consulting work?

10 A So it would have been the same person I
11 mentioned earlier, the chief of the division.

12 Q Did you have to fill out any --

13 A Branch --

14 Q -- paperwork?

15 A I'm sorry. I said branch chief. It
16 would be more branch level, yes, a branch chief.
17 Pardon?

18 Q Did you have to fill out any
19 paperwork --

20 A No, ma'am.

21 Q -- for that?

22 When you approached the branch chief

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1 about this opportunity, what did you tell them?

2 Is it a him?

3 A Told her.

4 Q Her. Thank you.

5 A Yes, ma'am. I mentioned that I had
6 been approached by somebody at Air Force via --
7 Todd Jaspers introduced me. They wanted to build
8 out the algorithms that I proposed or build out
9 the tools that I proposed based on these
10 algorithms.

11 And she and her deputy were very
12 encouraging, primarily because they wanted to see
13 this sort of work, you know, serve the country,
14 and they knew that I was kind of the only guy to
15 do it.

16 Q Did -- was your branch chief or her
17 deputy the ones that recommended you reach out to
18 the Office of General Counsel?

19 A No. I did that on my own.

20 Q All right. So turning to --

21 A And I did tell them that I talked with
22 OGC --

1 Q Okay.

2 A -- because they asked.

3 Q Yeah. That actually gives me a good
4 follow-up. So they gave you an approval.

5 Did you have any other communication
6 with them about your consulting work?

7 A At that time?

8 Q Yes. Let's start at that time.

9 A At that time, no.

10 Q Okay. Did you ever have any additional
11 conversation with them about your consulting
12 work?

13 A There were some occasions where I may
14 have mentioned -- I don't recall specifically --
15 that I was going to take a long lunch to give a
16 presentation, something of that nature, but,
17 generally speaking, they just wanted to know
18 whether or not things were successful or if the
19 work was successful. But they -- no, they
20 generally did not ask any questions.

21 Q And they didn't -- did they ask for
22 regular status updates?

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1 A No. The reason is that within the
2 community -- this is fairly obvious for people on
3 the outside -- the community is fairly siloed,
4 and it has to be. I was doing a lot of work even
5 in that office where they were not read into that
6 work, so they couldn't ask.

7 Similarly, because this work was a SAP,
8 they would not get into that SAP. They couldn't
9 ask. But, generally, within the community, this
10 is acceptable. You ask somebody how they're
11 doing. Are things going well? Yes. Are there
12 any concerns? No. It's things like that, but
13 asking details about a program, sometimes even
14 acknowledging a program, is -- is forbidden. So
15 it's not a surprise to me that they did not ask
16 much.

17 Q Turning your attention to Bates 22,
18 there's two e-mails on the bottom of this page,
19 both from Tuesday, April 9th, 2019.

20 And I'll give you a chance to read, and
21 then let me know when you're ready.

22 A Yes, ma'am.

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1 Q All right. So these e-mails talk about
2 a sort of, quote, behind-the-scenes arrangement
3 versus having direct contact with Air Force
4 employees.

5 A Correct.

6 Q What -- can you explain what that
7 means?

8 A So the way I understood this from Amy
9 is that I was not to present myself as -- you
10 know, as somebody from NSA recommending things to
11 senior Air Force officials, that the work for,
12 like, demos of -- of the work -- like, as the
13 project is progressing, if there's a
14 demonstration of it, my work was to be behind the
15 scenes, that the contractors were to do those
16 demos.

17 And this is, in essence, how I had to
18 conduct my work, occasionally presenting it
19 within the confines of an Air Force conference
20 room, but still like a behind-the-scenes advisor,
21 not a direct advisor.

22 Q Okay. I want to make sure I understood

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1 the last part of what you just said.

2 So you could still be in the conference
3 rooms for presentations or briefings?

4 A So I was still allowed to be -- only
5 under certain circumstances was I allowed to
6 present.

7 Q Okay. And what were those
8 circumstances?

9 A For example, briefing the -- the maths
10 behind a particular technique, I was allowed to
11 present in that context, but it was really
12 limited to that.

13 Program progress, demos and things like
14 this had to be presented by the contractor.

15 Q Just so the record's clear, what's
16 the -- what's a demo?

17 A Like a technical demonstration. So
18 that would be -- can I give an analogy? Okay.
19 An unclassified example would be: The work that
20 I was doing was the -- the algorithms behind,
21 say, the autonomous navigation of a car, like in
22 a Tesla, and the reliability of those algorithms.

1 Whereas, a demo would be you going out and test
2 driving the vehicle with a salesperson next to
3 you and talking about the capabilities of that --
4 that vehicle. I wouldn't even be in the car.

5 Q All right. So turning to Bates 17 --
6 we'll go a little bit out of order. I'll flip
7 back through a few things.

8 So for this e-mail from Ms. Rivera on
9 May 13th, 2019, the last sentence says, "While it
10 is helpful that the Air Force wants to help you
11 avoid potential problems, the law would still
12 prohibit you from having substantive interactions
13 with Air Force representatives while you are
14 working for NSA, even if the Air Force signs an
15 MOU."

16 First, is MOU a memorandum of
17 understanding?

18 A Correct.

19 Q Okay. Who from the Air Force offered
20 to prepare an MOU for your work?

21 A Dan Brown.

22 Q And did you get any drafts of that MOU?

1 A No.

2 Q Okay. All right. And I'm turning to
3 18. This talks about that MOU to make sure
4 that's clear that when you're interacting with
5 Air Force employees that it would not be
6 interpreted as an official from the government,
7 but, rather, as a consultant and subject matter
8 expert in mathematics.

9 A Correct.

10 Q So does this go to that -- what we were
11 just talking about, the demos versus
12 presentations versus whatever other briefing?

13 A Correct.

14 Q Okay. Did this advice give you pause
15 about taking this consulting job or opportunity?

16 A It did until I had a conversation with
17 Amy.

18 Q Okay. And can you tell me more about
19 that?

20 A We had to clarify what substantive
21 meant in the prior e-mail. Substantive, as she
22 and I worked through our understanding, meant

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1 having like personal representation of demos to
2 Air Force leaders or officials, senior leaders,
3 talks of budget. These are more substantive.

4 But behind the scenes -- this is where
5 I needed clarification was -- behind the scenes
6 is more -- if you have to talk about the
7 mathematics about something, then I could brief
8 on the mathematics and how that -- how that is
9 used within the car example, used within the
10 navigation system, but not be there for, you
11 know, driving the car.

12 Q And just to be clear, in a situation
13 where you are with Air Force employees --
14 actually, let me -- we'll come back to that
15 later.

16 And there's this long e-mail that
17 starts at the bottom of 18, and earlier I
18 mentioned it should -- the numbers at the bottom
19 should actually go 18, 20, 19 for the full
20 e-mail. Are you able to tell me where in this --
21 actually, let me back up.

22 Did NSA OGC ever issue a formal

1 approval for your outside employment?

2 A No. That was not something that Amy
3 was authorized to do. And we talked about that
4 on the phone. I think she followed up on that in
5 an e-mail somewhere, but I don't recall.

6 Q On Bates 20, there's a bold and
7 underlined sentence from Amy's e-mail, and it
8 says, "If this outside arrangement requires you
9 to work in a government facility, please review
10 the below guidance."

11 Did -- did you know whether or not your
12 consulting work would require you to work in a
13 government facility?

14 A Again, this comes down to some nuance
15 that she and I had to talk about over the phone.
16 The work that I was doing was -- the work was
17 unclassified, development of the mathematics,
18 overseeing the contractors, also done in an
19 unclassified space, not done in a government
20 facility. The only time I was in a government
21 facility was for a presentation, but there was no
22 work performed in the sense of like doing

1 software development --

2 Q Okay.

3 A -- or mathematics development in a
4 government facility.

5 So, based on my understanding of the
6 conversation that she and I had, that was -- that
7 was an acceptable understanding.

8 Q Okay. And then I want to turn your
9 attention to Bates 19 at the middle of the page,
10 where it starts with "Bottom line."

11 A I'm sorry. Where?

12 Q Where it starts with "Bottom line."

13 A Oh, yes. Uh-huh.

14 Q So this says, "As stated earlier, it is
15 almost impossible for federal personnel to work
16 for a contractor in the federal workplace. In
17 theory, they could perform roles that do not
18 involve communications or that involve only
19 ministerial communications. However, if the
20 quality, quantity, or timeliness of their work is
21 challenged, they may not participate in such
22 discussions."

1 So were you -- based on your
2 communications with the Office of General
3 Counsel, was it your understanding that you were
4 allowed to directly communicate with Air Force
5 employees?

6 A Provided that it was only on the
7 substance of the mathematics, yes.

8 Q Okay. And if they said, Dr. Roysdon,
9 the numbers aren't crunching, the math isn't
10 mathing, could you respond to that?

11 A Can you clarify that question?

12 Q Yes. If they had -- if they were like,
13 hey, I think there's something wrong with the
14 formula, it's not working, could you respond to
15 that in your role as a consultant?

16 MR. HENRY: Objection to form.

17 THE WITNESS: Yes. In my role as a
18 consultant, I could clarify the mathematics.

19 BY MS. SEEMAN

20 Q Okay. Directly to the Air Force?

21 A To whomever was asking the question.

22 Q Okay.

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1 A In the few times that I presented,
2 nobody asked questions.

3 Q Oh?

4 A Nope.

5 Q So at any time during your -- we'll
6 just say in the 2019 to 2020 time frame -- were
7 you ever at the Air Force office of Life Cycle --
8 Air Force Life Cycle Management Center, HNCO,
9 were you ever there in your capacity as an NSA
10 employee?

11 A No.

12 Q And so is it fair to say, then, that
13 you would not have informed NSA OGC that you
14 would also be working as an NSA employee because
15 you weren't?

16 A That's correct.

17 Q Correct. Okay.

18 A From the day that I was read in until
19 the day that I was read out, I was working as a
20 consultant when entering those spaces.

21 Q During this time frame that you had the
22 GITI consulting work, did you ever reevaluate

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1 your consulting work when you started your joint
2 duty assignment?

3 A I may have had a conversation with --
4 with Amy that -- well, she and I did have a few
5 different conversations. I don't recall whether
6 or not I identified the kind of change of duty
7 station, as it were, to go work at ODNI here in
8 Virginia.

9 Q Is there -- was there any -- did you
10 anticipate or was there any overlap between your
11 joint duty assignment job and your consulting
12 work?

13 A Yes.

14 Q What's that overlap?

15 A Are you asking for a time?

16 Q No, substance.

17 A Oh, zero overlap.

18 Q So is it fair to say you were not
19 working on cyber AI while at ODNI --

20 A Correct.

21 Q -- back in --

22 A Yes.

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1 Q -- 2019 to 2020?

2 A Correct.

3 Q Okay. Outside of OGC and your branch
4 chief and her deputy, did you seek anybody else's
5 approval at NSA before starting your consulting
6 work?

7 A No.

8 Q Did you seek approval from any other
9 entity before starting your consulting work?

10 A No. It was not required.

11 MS. SEEMAN: Can we go off the record
12 for a second?

13 (Recess 12:21 p.m. to 12:47 p.m.)

14 BY MS. SEEMAN

15 Q So, Dr. Roysdon, I want to direct your
16 attention back to Exhibit 1, this group of NSA
17 e-mails.

18 Let's turn back to Plaintiff Bates 22
19 and the last line of Amy's e-mail to you from
20 April 9th, 2019, which says, or would your work
21 be considered, quote, behind-the-scenes, unquote,
22 without requiring any direct involvement with Air

1 Force representatives?

2 So what did this question mean to you?

3 A At the time, the way I understood the
4 question was, would the -- would the development
5 work that I was doing on -- on any of the math or
6 algorithms be behind-the-scenes development work,
7 and in phone conversations with her, that's kind
8 of how we clarified the work, as behind the
9 scenes.

10 Q Okay. And then moving up to your
11 e-mail response to her that same day, you say, I
12 think I need to clarify -- further clarify. You
13 asked if I would be, quote, required, end quote,
14 to have direct contact with anyone at the Air
15 Force. No, I will not be required.

16 Here, when you're saying you won't be
17 required, what do you mean by that?

18 A There was nothing that would be, like,
19 in the contract where I'd have to present the
20 information, meaning I could be in a conference
21 room like this one and be asked to clarify
22 content of a presentation.

1 Q All right. And then we're going to go
2 through the long e-mail that --

3 A Yeah.

4 Q -- starts on 18.

5 A I think you'll notice that there's a
6 lot of back and forth here, and there's also
7 quite a bit of conversations that weren't
8 necessarily documented.

9 But all of this is to try to make sure
10 even throughout the program, as soon as I did --
11 did start doing the work after clarification from
12 her, that I was making sure that I was doing
13 things, you know, legally, on the up and up, make
14 sure it wasn't affecting my position at NSA or
15 doing anything unethical, and that's -- that's
16 why we had several back and forths via e-mail and
17 via phone.

18 Q All right. So in this e-mail from
19 Ms. Rivera on Monday, April 15th, 2019, she --
20 this is essentially a three-page e-mail to you
21 outlining potential concerns with the consulting
22 work; is that correct?

1 A Yes.

2 Q And she says, "You should read over all
3 of the information before pursuing outside
4 employment."

5 Is that correct?

6 A Yes.

7 Q At this point in time, had you pursued
8 outside employment?

9 A Not yet.

10 Q Okay.

11 A And at this point in time, I did read
12 over this e-mail, including the links that she
13 recommended, and we had a couple of conversations
14 after this e-mail to help me better understand
15 the contents of the e-mail.

16 Q Okay. I want to direct your attention
17 to the last paragraph that says, "A second
18 criminal law (18 U.S.C. section 205) prohibits
19 you from personally representing any other person
20 (including companies) -- with or without
21 compensation -- before a Federal department,
22 agency or employee. You may not make

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1 representations to any federal officials (not
2 just NSA personnel) on behalf of outside
3 entities."

4 What did this -- the first part of this
5 paragraph mean to you?

6 A Yeah. This is another one where I
7 needed some clarification because, again, it was
8 my understanding that I was going to be doing --
9 when Dan approached me, I was going to be doing
10 some math development for these programs, working
11 with contractors, and then occasionally
12 presenting the results or presenting updates on
13 those.

14 This particular paragraph, I think, is
15 a great one to highlight, because I did have
16 concerns about this. Again, with a phone
17 conversation that I had later on with Amy,
18 clarifying some of the work that I'd be doing,
19 she did not see any issue with this.

20 I also clarified this with my
21 leadership to make sure they understood where the
22 laws were and the information that I received

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1 from Amy, again to make sure that I was not doing
2 anything that was a conflict of interest or
3 outside of what would be correct or ethical given
4 the responsibility I had at NSA.

5 Q Moving down in that paragraph to the
6 sentence that says, "Applying this rule to your
7 circumstances, you may not be the individual
8 responsible for communications with Air Force
9 representatives (or any other federal employees)
10 on the contract for which you are providing
11 services."

12 So you were not going to be the
13 individual responsible for communicating with the
14 Air Force?

15 A I was not the individual responsible
16 for the communications, correct. So this would
17 be again going back to that -- the definition we
18 talked about earlier with the analogy of the car
19 with the demo. I was not responsible for these
20 demos and representing this back to the Air
21 Force. I was not responsible for the program and
22 program updates. That was Dan Brown's -- that

1 was Dan Brown's responsibility.

2 So as we got to finer definitions of
3 these statements -- and she, I guess you could
4 say, alerted me before she sent this e-mail. We
5 had a phone conversation where she said, look,
6 I'm going to send you an e-mail that has all the
7 kind of legalese kind of stuff, we'll have to
8 have a conversation to discuss it after you've
9 read it. And then we went through and refined
10 each one of these things.

11 I'll note that I frequently referred
12 back to these e-mails as I was continuing the
13 work on Dan Brown's behalf with -- you know, as
14 the program progressed, continued concern,
15 because I wanted to make sure that -- if there
16 was a blurring of the lines, I wanted to make
17 sure I was on the right side of things, so I
18 frequently reached out to her to make sure that
19 that was the case --

20 Q Did you --

21 A -- and if so, I was going to stop
22 immediately.

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1 Q Sorry. Did you ever memorialize your
2 understanding of the difference between the
3 potential options to present to the Air Force as
4 a consultant?

5 MR. HENRY: Objection to form.

6 THE WITNESS: Can you refine your
7 question?

8 BY MS. SEEMAN

9 Q I can. So, earlier, you mentioned you
10 put a lot of -- your conversations with Amy, you
11 put them back in an e-mail just so you could
12 refer to them later, have a record of it, that
13 sort of stuff.

14 Did I -- is that accurate?

15 A That's correct. Yes.

16 Q Okay. So now my question is: In any
17 of your e-mail communications, did you document
18 or memorialize this further conversation you had
19 defining what the bounds were between
20 communications with Air Force employees?

21 A Yeah, there might have been another
22 e-mail, but I don't recall, you know, writing

1 something down in a journal or something like
2 this, no.

3 Q Okay. Turning to what will be 20,
4 which is the next page in the sequence of this
5 e-mail, so I'll start with -- it says, "However,
6 if a communication transitions from a factual
7 exchange to a conversation in which differences
8 of opinion may occur, this can create problems
9 under the representation rule. Additionally, if
10 the CyberCom prime contractor submits a product
11 to CyberCom under your name, this would be
12 considering a communication by you to CyberCom."

13 So, for that last part, what did that
14 mean to you?

15 A Which part?

16 Q The --

17 A The first part or the second?

18 Q Let's start with the first.

19 A So I understood this to mean that my
20 communication with anybody at the Air Force
21 needed to be limited to presentations strictly to
22 the facts, in this case, the mathematics, not an

1 argument or a dialogue over which math is better
2 or how to apply it, strictly the recommendation
3 of this -- this particular set of maths will
4 achieve the desired goals that Air Force Cyber
5 had on that particular program.

6 Q Okay. And then sticking sort of with
7 that, so based on your understanding at the time,
8 does that mean -- were you allowed to communicate
9 directly with Air Force personnel as a
10 consultant?

11 A Under that pretext, yes --

12 Q Okay.

13 A -- with folks like Dan Brown to
14 communicate the -- the underlying algorithms.

15 Q And did this e-mail give you permission
16 to attend meetings with Air Force personnel?

17 A This e-mail did not give me permission
18 to attend meetings.

19 Q Okay. Did this e-mail anywhere give
20 you permission to work as a private consultant?

21 A This e-mail did not give me permission
22 to work as a private consultant.

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1 Q Okay. And I just want to clarify.
2 Earlier, I think you testified this, but I just
3 want to be sure.

4 OGC did not offer an opinion on whether
5 or not outside employment was appropriate or not
6 for you, correct?

7 MR. HENRY: Objection to form.

8 THE WITNESS: The communication that I
9 had with OGC was one of, from their -- from their
10 position, guiding and recommending. It was not
11 of granting permission.

12 BY MS. SEEMAN

13 Q All right. Under the boundaries that
14 have sort of been set up in this e-mail and in
15 your communications with Amy, did you
16 understand -- were you allowed to, as a
17 consultant, answer questions from Air Force
18 personnel?

19 A Clarifying questions, yes.

20 Q Okay.

21 A I was asked many questions for which I
22 did not respond to.

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1 Q Okay. What type of questions would you
2 not respond to?

3 A Anything that was outside of the
4 technical domain.

5 Q Okay. And were those questions from
6 Air Force personnel?

7 A Yes.

8 Q Okay. Under the guidance provided from
9 the Office of General Counsel, is it your
10 understanding you were permitted to make
11 recommendations to Air Force personnel?

12 A Recommendations limited to the
13 algorithms for the programs that they -- that
14 they decided to fund, yes.

15 Q Okay. And why was that your
16 understanding?

17 A I don't understand the question.

18 Q Yeah. So I'm just trying to figure out
19 sort of where -- where the lines are, right? And
20 so if -- because it seems -- it seems like a
21 difficult needle to thread, to be quite honest
22 with you.

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1 A It seems like a difficult what?

2 Q Needle to thread.

3 A Absolutely, which is why I frequently
4 talked with Amy about this.

5 Q Which is why I'm just trying to
6 understand, like, the very -- at a very granular
7 level, like what's in and what's out.

8 So I understand you to be saying you
9 could give recommendations to Air Force personnel
10 as a consultant under the guidance that you were
11 given?

12 A Correct.

13 Q Okay. And I want to understand why you
14 think that.

15 A So, based on, again, these e-mails that
16 you have here, as well as the conversations that
17 I had with Amy, recommendations would, again,
18 include types of algorithms that -- that could be
19 used on different cyber operation programs, and
20 my advice was -- or my -- my position there was
21 to be a technical advisor. The way I understood
22 it was a technical advisor giving those

1 recommendations.

2 Q Did you see any potential for your
3 recommendations to have an impact on what
4 projects received funding or not?

5 A It could have an impact on which
6 projects get funded, but that was completely
7 outside of my roles and responsibilities to --
8 to, you know, sway opinion or stuff like this.
9 My job is strictly to produce the facts.

10 For example, if algorithm A has a
11 capability of analyzing a certain quantity of
12 information, and algorithm B can analyze 10X that
13 quantity, identify why 10X and that's it.
14 Whether or not they decided to fund it was
15 entirely up to them.

16 Q Okay. Are your recommendations or --
17 yeah -- recommendations to Air Force personnel --
18 would that potentially lead to a conversation
19 about differences of opinion?

20 MR. HENRY: Objection. Foundation.

21 THE WITNESS: If there was a difference
22 of opinion, I was not aware of it.

1 BY MS. SEEMAN

2 Q Okay. And then kind of along the same
3 lines, was it your understanding, based on the
4 advice given and the conversations you had with
5 NSA Office of General Counsel, were you permitted
6 to provide advice to Air Force personnel as a --
7 as a consultant?

8 A I wouldn't say I was providing advice.
9 I mean, I was providing guidance strictly based
10 on advancements. This kind of goes along with
11 your previous question about a difference of
12 opinion.

13 As a subject matter expert and the one
14 who was creating this field, they were looking
15 for guidance, and I don't ever recall a
16 difference of opinion because most of these folks
17 were non-technical. They didn't -- they didn't
18 understand the field, and they didn't understand
19 the art of the possible. They were looking for
20 solutions.

21 Q When you said they were looking for
22 solutions, who do you mean, they?

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1 A Air Force.

2 Q Okay.

3 A Specifically Dan Brown.

4 Q All right. Going back to the second
5 half of the part that I read earlier about a
6 CYBERCOM prime contractor not being able to
7 submit a product under your name, what does --
8 what does that mean?

9 A So I'm not entirely sure what that
10 means within this context. I think it can mean a
11 number of things.

12 Q What did it mean to you?

13 A Again, I'm not sure what this meant
14 under this context, so, in subsequent
15 conversations I had with Amy, we clarified these
16 statements as well as several other statements.

17 Q Okay. And what clarification did you
18 get on whether or not a prime contractor such as
19 GITI could submit a product that has your name on
20 it to Air Force?

21 MR. HENRY: Objection to form.

22 THE WITNESS: As long as the

1 recommendations were strictly mathematical in
2 nature, like, for example, if there was a
3 document that had my name on it, that was
4 something that could be transmitted by GITI to
5 Air Force.

6 BY MS. SEEMAN

7 Q I guess I never asked this: Were your
8 name -- was your name on the Fibonacci series?

9 A I don't recall. I think it would not
10 be unusual for a company like GITI to produce a
11 document and forward it on to someone. I publish
12 many papers, and they could have pulled anything
13 that I published.

14 Q To your knowledge, at any point, did
15 GITI provide a product to CYBERCOM under your
16 name?

17 A I don't know.

18 Q Okay. All right. Let's go ahead and
19 move to this section about working in a
20 government facility. Amy describes this as quite
21 difficult.

22 In practice, was it difficult?

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1 A Was what difficult?

2 Q Was it difficult to appropriately
3 identify yourself and your limitations when
4 visiting HNCO workspaces?

5 A I still don't understand the question.

6 Q Okay.

7 A Was it difficult for me to identify
8 myself?

9 Q Let's -- let's -- here, we'll come back
10 to that.

11 A Okay.

12 Q So let's -- I want to direct your
13 attention to -- actually, let's see. So it says,
14 "Few federal personnel are aware that a criminal
15 statute, 18 U.S.C. section 203, prohibits them
16 from receiving compensation for acting as an
17 agent or attorney (e.g., representing); for
18 anyone; before any part of the Executive or
19 Judicial branches of the Federal Government; in
20 connection with the particular matter; in which
21 the United States is a party or has a direct or
22 substantial interest."

1 And then Amy goes on to identify the
2 relevance in two situations and then, you know,
3 military officers who where contracting and then
4 personnel who are moonlighting.

5 A Uh-huh.

6 Q In your situation, is it fair to
7 characterize your consulting work more as the
8 moonlighting?

9 A Yes, which she identified -- she writes
10 here that in most cases -- most cases, not all
11 cases -- I think the verbiage matters here -- in
12 most cases, makes such employment impossible.
13 Again, this is something where I asked for
14 clarification, and we worked through this.

15 I gave you some other examples
16 previously, one in particular where you have
17 cleared NSA individuals that do their work during
18 the day and then moonlight as the people who
19 clear the trash in the evening. They're doing
20 exactly -- working in exactly the same spaces.
21 They're not doing the same work.

22 Q Okay. All right. And then I want to

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1 turn our attention to page 19. And here it -- it
2 talks about these sort of scenarios a little bit
3 more, and so I'll -- we'll look at, like, the
4 first -- I'll call it a bullet.

5 It says, "A federal employee could
6 moonlight as a security guard at a federal
7 facility but would not be able to engage in a
8 discussion with federal employees about the
9 guard's decision to deny admission to a visitor
10 whose identity was in question."

11 Did this hypothetical offer you any
12 insight into the potential limitations you would
13 have if you pursued this consulting work?

14 A Yes and no. Again, this was -- as with
15 most of this e-mail, required further
16 clarification that I received over the phone.

17 Q And for that -- I just want to be clear
18 on the clarification with respect to working in a
19 federal facility as a consultant.

20 What additional clarification that's
21 not captured in these e-mails did you receive?

22 A I wanted to be specific to my scenario.

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1 So she -- she provided a couple of analogous
2 examples that still were not clear to me.

3 My backgrounds is mathematics and
4 engineering. I'm fairly precise in my thinking.
5 The phone conversation that we had was very
6 precise to make sure that I was not running afoul
7 of the laws or policies.

8 Q And then, for the second example here,
9 it says, "A military officer on terminal leave,
10 who is employed by a contractor as a consultant
11 for a federal agency, could not provide advice or
12 consultant services to the federal agency
13 concerning a particular matter if the matter has
14 potential for divergent views."

15 So was -- the work you were doing or
16 intended to do as a consultant, was there the
17 potential for divergent views in the workplace?

18 A Same answer as before.

19 Q And just for the --

20 A Clarifying --

21 Q -- record?

22 A Yeah. Clarifying this bullet point, I

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1 spoke with Amy, again, same conversation, to
2 clarify this bullet point, like I did with the
3 previous bullet points. Same answer.

4 Q Okay. And when you're reading this and
5 talking to her, do you still have any concern --
6 or do you have any concern about pursuing the
7 consulting work?

8 A After the several conversations that
9 she and I had, including these e-mails, I did not
10 have any concerns, which is why I proceeded with
11 the work. If I had lingering concerns, I would
12 not have proceeded with the work.

13 Q You can put that to the side. All
14 right. So let's talk about GITI.

15 A Okay.

16 Q How were you first connected to Global
17 Infotek?

18 A Dan Brown.

19 Q And when were you connected with them?

20 A Within a few weeks of the initial
21 conversation with Dan Brown, Dan Brown said he'd
22 make arrangements so they could work as a

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1 consultant through some contract. He identified
2 the contract. He introduced me to GITI. They
3 reached out to me, asked me to sign some
4 paperwork to work as a 1099.

5 Q Who from GITI did you work with?

6 A Primarily, I worked with Ted Oakley.
7 Not initially. I don't remember who I worked
8 with initially, but, eventually, he was the
9 program manager and I eventually worked with him.
10 Well, I didn't work with him. He asked for
11 weekly updates and -- how do I say this? I
12 communicated weekly updates and time cards to Ted
13 Oakley. I wouldn't say that we worked together.

14 Q When you were presented with the
15 consulting agreement, did you have any concerns
16 about working with GITI?

17 A No.

18 Q Okay. How much -- what was your hourly
19 rate as a GITI consultant?

20 A It was somewhere -- somewhere around
21 \$200 an hour, which was inexpensive considering
22 the work I was doing.

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1 Q Who, to your knowledge, sets the rate?

2 A The consultant sets the rate.

3 Q Are you aware of anything in GITI's
4 prime contract with the Air Force --

5 A No.

6 Q -- that would lay out labor categories
7 with associated billing rates?

8 A No.

9 Q Did you --

10 A I wasn't --

11 Q I'm sorry. Go ahead.

12 A Go ahead.

13 Q Did you have anything else to add?

14 A No, ma'am.

15 Q Did you get any say in the rate?

16 A I declared my rate. They asked me what
17 my rate was. I based my rate on a national
18 survey through IEEE.

19 Q What's IEEE?

20 A Oh, I forget the acronym. You can look
21 it up.

22 Q What is it, though?

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1 A IEEE is an international organization
2 for electrical and electronics engineers, hence
3 the EE or three Es. They conduct an annual
4 national survey on professionals and consultants.

5 There wasn't a category for cyber AI,
6 but there was a category for cyber and
7 mathematics, and we merged those two as
8 justification for the rate.

9 Also, as a patriotic American, I
10 positioned my rate below the national average.

11 Q On behalf of the taxpayer?

12 A I did.

13 MS. SEEMAN: All right. So I'm going
14 to hand you what we'll as mark Exhibit 2. A copy
15 to counsel. And for the record, this is
16 Plaintiff Bates 100 to 106.

17 (Deposition Exhibit Number 2 was
18 marked for identification.)

19 BY MS. SEEMAN

20 Q Dr. Roysdon, what is Exhibit 2?

21 A A consulting agreement with GITI.

22 Q Is this the consulting agreement you

1 executed?

2 A Yes. My signature is on page 6.

3 Q And what is the date of execution?

4 A 6/3/2019.

5 Q In this consulting agreement,
6 obviously, it's effective June 3rd, 2019.

7 Was there any end date set in the
8 agreement?

9 A Well, the agreement states, I believe,
10 something around two years. Yeah, there you go.
11 On page 6, "period of two years from the
12 expiration or termination of this Agreement."

13 Oh, I'm sorry. This is a -- okay. So
14 this is a -- like a noncompete statement, because
15 they mention ten years on page 3.

16 Q Okay. I don't think that that
17 reference provides a limitation on the agreement.
18 I just didn't -- it's really not a trick
19 question.

20 Do you see -- was there an end date
21 agreed to when you signed this consulting
22 agreement?

1 A No, ma'am.

2 Q Did you have any idea how long your
3 consulting would last --

4 A No, ma'am.

5 Q -- when you entered into this
6 agreement?

7 A No, ma'am.

8 Q Okay. Do you know what a task order
9 is?

10 A Yes, I do.

11 Q Okay. What is it?

12 A This is something that usually is
13 assigned from, like, a primary contractor to a
14 subcontractor on things to complete, tasks to
15 perform.

16 Q Did you have any task orders with GITI?

17 A I don't recall a task order.

18 MS. SEEMAN: Okay. I'm going to hand
19 you what we'll mark as Exhibit 3. One to
20 counsel.

21 (Deposition Exhibit Number 3 was
22 marked for identification.)

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1 THE WITNESS: The details of the
2 project were classified, and that was mentioned
3 on page 7 of Exhibit 2.

4 BY MS. SEEMAN

5 Q Yeah. I guess let me -- referencing
6 Exhibit 2, this was a consulting agreement --

7 A Yeah.

8 Q -- to work on the Fibonacci projects,
9 correct?

10 A Yes, but it's not stated here.

11 Q Yes, yes, yes. But just, like, to
12 clarify now that we know, we can --

13 A Yes.

14 Q -- say the name?

15 A Yes.

16 Q Perfect. Okay. So I just handed you
17 Exhibit 3. What is Exhibit 3?

18 A A task order.

19 Q What is the date for it or the period
20 of performance?

21 A 7 June 2019 to 5 September 2019.

22 Q Do you see your hourly rate on this

1 task order?

2 A 218.

3 Q And earlier you said you couldn't
4 recall it. Do you think 218's accurate?

5 A Yes, ma'am.

6 Q Okay. How many hours per week were you
7 working for -- as a consultant from June 7th,
8 2019 to September 5th, 2019?

9 A It varied.

10 Q Okay. What was the maximum hours?

11 A I don't recall.

12 Q Okay. I'd like to direct your
13 attention to "T&M Funding Details" at 21.

14 So this has a level of effort?

15 A Yes.

16 Q What is the level of effort listed?

17 A The level of effort states 20 hours per
18 week for 13 weeks for a total of 260 hours.

19 Q Okay. And then does that map with the
20 funding ceiling listed in 20 -- item 22?

21 A Are you asking about the mathematics of
22 260 hours times \$218 per hour equals \$56,680?

1 Q Dr. Roysdon, I would literally never
2 ask someone to do math.

3 A Okay.

4 Q No, I'm just asking, is that the
5 same -- so it says 260 hours. Is it 260 hours
6 also listed in the funding calculation?

7 A Yes, ma'am.

8 Q Okay. And for the same rate of \$218 an
9 hour?

10 A Yes, ma'am.

11 Q And then it has an award ceiling
12 listed, correct?

13 A Yes, ma'am.

14 Q Okay. Did -- to your knowledge or
15 recollection, did you go over that award ceiling
16 during this period?

17 A The award ceiling? No. But the hours
18 were flexible.

19 Q Okay. Who -- I guess when you say the
20 hours are flexible, what do you mean by that?

21 A So, typically, the way these documents
22 are written is that it's made so the math is

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1 easy. For example, 13 -- sorry -- 20 hours for
2 13 weeks equals 260 hours. The reason there is
3 an award ceiling and a funny calculation for that
4 ceiling is so that regardless of the number of
5 hours that you are reporting for work, you don't
6 exceed that ceiling and the number of charges for
7 those hours.

8 So, for example, if somebody was to
9 work 22 hours in a week, provided that the
10 program manager did not have an issue with this,
11 and then worked the following week 18 hours, the
12 total over two weeks would be 40 hours or 20
13 hours per week.

14 Q Understood. It just ran out of my
15 brain. Let's see.

16 For your invoicing, how did you do
17 that?

18 A They had me fill out a spreadsheet.

19 Q And --

20 A And I e-mailed that.

21 Q To who?

22 A To Ted Oakley.

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1 MS. SEEMAN: All right. I'm going to
2 hand you what we'll mark as Exhibit 4. A copy to
3 counsel.

4 (Deposition Exhibit Number 4 was
5 marked for identification.)

6 BY MS. SEEMAN

7 Q Dr. Roysdon, what is Exhibit 4?

8 A Task order award.

9 Q What's the period of performance?

10 A 1 October 2019 through 31
11 December 2019.

12 Q And is this your signature in box 19?

13 A Yes, ma'am.

14 Q And going back to Exhibit 3, is this
15 your signature in box 19?

16 A Yes, ma'am.

17 Q Is the hourly rate the same in this
18 task order?

19 A Yes, ma'am.

20 Q And looking at item 21, has the level
21 of effort increased or decreased from the
22 previous task --

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1 A It has --

2 Q -- order?

3 A -- increased. Sorry.

4 Q To how many hours?

5 A 30 hours per week.

6 Q Not to exceed how many hours?

7 A 390 hours.

8 Q Okay. And what is the award ceiling

9 listed?

10 A Award ceiling dollar amount is \$85,020.

11 Q All right. You can put that to the
12 side.

13 MR. HENRY: Did this -- Katie, does
14 this have a Bates label?

15 MS. SEEMAN: I might have printed it
16 off without one. I don't have it with me.
17 Sorry.

18 MR. HENRY: Okay.

19 BY MS. SEEMAN

20 Q All right. Moving on -- actually,
21 let's go back.

22 So for the consulting agreement,

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1 Exhibit 2, was this the only consulting agreement
2 you executed with GITI?

3 A I don't recall. There might have been
4 another.

5 Q Another for the same contract?

6 A So I believe -- again, I don't recall.
7 I believe the way that they were paying me was
8 through the ACT 2 contract, and there might have
9 been one for the ACT 3 contract or a follow-on to
10 ACT 2. Like I said, I don't recall.

11 Q For your purposes, did the source of
12 the funding make any difference?

13 A No, ma'am.

14 MS. SEEMAN: Okay. I'm going to hand
15 you what we'll mark as Exhibit 5. And it's two
16 pages, but it's printed front and back. Copy to
17 counsel.

18 (Deposition Exhibit Number 5 was
19 marked for identification.)

20 BY MS. SEEMAN

21 Q All right. Dr. Roysdon, what is
22 Exhibit 5?

1 A Exhibit 5 is a modification of a
2 consulting agreement from 2019, the modification
3 of Exhibit 2.

4 Q And at Reference A, what's the level of
5 effort listed?

6 A On Attachment A?

7 Q Yes.

8 A On the back side?

9 Q Uh-huh.

10 A Not to exceed 30 hours per week until
11 12/31/2020.

12 Q Assuming you had continued your work,
13 what, if anything, would have happened at the end
14 of 2020 with respect to your consulting?

15 A I anticipated that the work would
16 continue for several years based on what I was
17 told.

18 Q And what do you mean by that?

19 A By what? Can you please clarify?

20 Q Based on -- based on what you were
21 told. Based on what -- what were you told, I
22 guess?

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1 A Okay. I -- I was told by Dan Brown
2 sometime in the summer of 2020 that the Air Force
3 wanted to continue doing development for up to
4 five years.

5 Q Development of the Fibonacci projects?

6 A Correct. And they wanted my guidance
7 to ensure that those programs would be
8 successful.

9 Q And you said that was in the summer?

10 A Summer of 2020, correct.

11 Q Other than Dan Brown, did you talk to
12 anybody else about that?

13 A I may have talked with Todd Oakley --
14 or sorry -- Ted Oakley about that.

15 Q What would you have told Ted Oakley, or
16 what did you tell Ted Oakley about that?

17 A He would have heard the same thing from
18 Dan Brown, so we would have had a conversation
19 just confirming that I'd be available.

20 Q Do you know the total amount of money
21 you made at GITI?

22 A I don't recall.

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1 Q Earlier you mentioned something called
2 GitHub. What is that?

3 A GitHub is a -- it's an online -- you
4 can call it like a storage for, primarily,
5 software.

6 Q Can you publish code to it?

7 A You can post code to it. I hesitate to
8 say publish.

9 Q Okay. When you post -- how do you use
10 GitHub?

11 A I've used it in the past. I don't
12 currently. I've used it in the past to post
13 code, results, user guides for that code,
14 technical notes on mathematics.

15 Q Did you use GitHub as a consultant to
16 GITI?

17 A I frequently posted things on GitHub
18 while working for GITI.

19 Q About the work that you were doing for
20 GITI?

21 A I was not doing work for -- well, I was
22 not doing work for GITI, necessarily. But, yes,

1 there was code that I had uploaded on several
2 occasions while I was working for GITI.

3 Q Related to cyber AI?

4 A Related to several projects.

5 Q Okay. Was any of it related to
6 Fibonacci?

7 A As we discussed earlier, the
8 mathematics that I was working on was
9 unclassified, so there was material that I did
10 post on GitHub for unclassified mathematics. I
11 cannot confirm whether or not those were related
12 to a classified program.

13 Q Are the things that you post on GitHub
14 public or private?

15 A Public.

16 Q Okay. Can anybody access them?

17 A Some are also private. The public
18 repositories, yes. The private repositories,
19 with invitation, anyone can -- anyone with an
20 invitation can access those.

21 Q When working as a consultant for GITI,
22 did you have to obtain permission before posting

1 anything to GitHub?

2 A Can you refine the question?

3 Q Yes. Did you need to get permission
4 before posting the unclassified portions of what
5 you were working on to GitHub?

6 A Permission from who?

7 Q Well, let's start with GITI.

8 A No.

9 Q Did you need to get permission from the
10 Air Force?

11 A No.

12 Q Okay. Why not?

13 A Because the work that I was doing was
14 deemed as unclassified work. And the work that I
15 was doing for GITI was referencing a body of
16 research that I was continuing to evolve prior to
17 my work at GITI, and so, for OPSEC purposes, I
18 continued to post to a variety of repositories to
19 maintain for outsiders consistent scientific
20 work.

21 Q I want to direct your attention back to
22 Exhibit 2, Article 10, which is Bates 103 at the

1 bottom.

2 And I just want to be clear. I'm not
3 accusing you of anything. I'm just trying to
4 understand how does posting on GitHub comply with
5 the requirement that you, as a consultant, shall
6 not disclose to others, publish, or authorize
7 anybody to publish any technical or confidential
8 information acquired in the course of performing
9 work or rendering services under this agreement.

10 A Good question. The work that I was
11 doing on the outside posting to GitHub was a
12 project or a few projects that were
13 collaborations with other researchers. They were
14 not necessarily related to the work that I was
15 doing for -- for GITI.

16 The work that I was doing for GITI was
17 not published on the outside. A large majority
18 of the work that I did for GITI was research,
19 which included reading probably thousands of
20 papers on cyber and AI and then providing
21 recommendations. If somebody wanted to use some
22 of the work that I was doing separately that I

1 was posting on GitHub, they're free to use it.

2 Q When you were sent -- or let me back
3 up. Did you -- in your communications with Ted
4 Oakley would you send him sort of updates on
5 tasks that you were working on?

6 A Yes.

7 Q Did you ever send him GitHub links?

8 A I don't recall.

9 Q Okay. Let's talk a little bit about
10 Ted Oakley. So who -- who is he?

11 A He was a program manager at GITI.

12 Q And did you know him before working
13 with GITI?

14 A No.

15 Q All right. How would you describe your
16 relationship with him?

17 A I reported my research findings and
18 updates and time cards.

19 Q How frequently would you interact with
20 him?

21 A Define interact.

22 Q Call, e-mail.

1 A Casual conversations?

2 Q Anything.

3 A No casual conversations.

4 Q No casual conversations?

5 A Not at that time, no.

6 Q How about since then?

7 A Since then, he's reached out to me
8 asking for a job.

9 Q Where?

10 A Leidos.

11 Q Does Ted Oakley work at Leidos?

12 A I don't know.

13 Q Are you still in contact with Ted
14 Oakley?

15 A I am not.

16 Q Do you recall when he reached out to
17 you about getting a position with Leidos?

18 A Spring of last year, 2024.

19 Q Thank you. Have you spoken with Ted
20 Oakley about this lawsuit?

21 A No.

22 Q So what information, to your knowledge,

1 would Mr. Oakley have about your claims in this
2 lawsuit?

3 A I am not sure. I think that's highly
4 speculative.

5 MS. SEEMAN: Okay. Let me do it this
6 way, actually. Let's do it this way. All right.
7 I'll hand you what we'll mark as Exhibit 6. A
8 copy to counsel.

9 (Deposition Exhibit Number 6 was
10 marked for identification.)

11 BY MS. SEEMAN

12 Q Have you seen this document before?

13 A Yes, ma'am.

14 Q What is it?

15 A Plaintiff's initial disclosures
16 pursuant to federal court -- Federal Rule of
17 Civil Procedure 26(a).

18 Q Okay. And I'll direct your attention
19 to page 4, No. 12.

20 A Yes.

21 Q So this is you as the plaintiff
22 identifying Ted Oakley, and so my question is --

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1 you know, you've identified him as a witness who
2 has discoverable information to the claims of --
3 to your claims of damages, so I'm just trying to
4 figure out what information you think Ted Oakley
5 has about -- we'll start with your claims.

6 A So he would certainly know that the
7 contract was canceled. Around the time -- around
8 August 13th, I believe, 2020, maybe the 14th,
9 sometime within a week of that time, there would
10 have been a conversation with him about the
11 termination of the contract. I asked him why.
12 He said he didn't know. So there was certainly a
13 conversation at that time.

14 As far as damages, he would know that
15 the contract at a minimum was continuing --
16 excuse me -- until December 31, 2020, so there
17 would have been lost wages between August and
18 December. So he'd have information about that.

19 I think, also, he would have been a
20 good character reference, in that he knew that
21 the work I was doing was unique. He heard
22 frequently from -- and he relayed this to me --

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1 from the customer that -- meaning Dan Brown --
2 was happy with the work that I was doing.

3 Q Anything else?

4 A No, ma'am.

5 Q All right. You can put that to the
6 side. All right. So let's talk about HNCO.

7 A Okay.

8 Q Is it fair to say that you were not
9 working with HNCO until June 2019?

10 A Correct.

11 MS. SEEMAN: I'm going to hand you what
12 we'll mark as Exhibit 7. A copy to counsel.

13 (Deposition Exhibit Number 7 was
14 marked for identification.

15 BY MS. SEEMAN

16 Q And I don't want to look at the first
17 page yet. We'll come back to that later on. But
18 I want to turn to Bates 55. And just for the
19 record, this is the Form 40 with attachments, so
20 it's US Bates 45 to 56.

21 So turning to Bates 55 and recognizing
22 that the print quality is not the best, Dr.

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1 Roysdon, do you know what this document is?

2 A Yes.

3 Q What is it?

4 A It's a program access request. This is
5 part of being -- this document is -- you sign as
6 part of a nondisclosure agreement when read into
7 a classified program.

8 Q Okay. Did you have to sign your
9 program access request?

10 A I did have to sign a document like
11 this.

12 Q When you said you had to sign one like
13 this, was the document you signed different?

14 A I don't recall.

15 Q All right. Let's go -- so what --
16 what's the date requested in box 3?

17 A 28 March 2019.

18 Q Okay. And what in box 5 are you
19 identified as?

20 A Government Civilian DoD.

21 Q Okay. And then, in 14, what is your
22 organization or company name identified as?

1 A NSA.

2 Q All right. What's a cage code?

3 A A cage code is -- it's a reference
4 number for a -- for a contractor to do work with
5 the U.S. government on a contract.

6 Q Here, I guess it also says
7 command/facility, maybe, slash cage code.

8 MR. HENRY: Can you -- can you say
9 where you're looking?

10 MS. SEEMAN: Yeah. Box 16.

11 THE WITNESS: Oh, uh-huh.

12 BY MS. SEEMAN

13 Q What -- what is identified in that box
14 for -- for you?

15 A NSA.

16 Q All right. And do you know when your
17 program access request was approved?

18 A I don't recall.

19 Q Okay. At the time this was submitted
20 for you, you -- this was back in March of 2019,
21 correct?

22 A Correct.

1 Q You didn't have a contractual
2 relationship with GITI at -- in March 2019,
3 correct?

4 A Correct.

5 Q And have you ever seen your program
6 access request before?

7 A I've seen several. I don't recall this
8 one.

9 Q All right. Let's turn to Bates 53.
10 And I guess 53 and 54.

11 What is this document?

12 A This is your indoc for a special access
13 program, so this one titled "Special Access
14 Program Indoctrination Agreement." It's
15 essentially an NDA, non-disclosure agreement.

16 Q What was the date that you were read
17 into this --

18 A 6/4 --

19 Q Go ahead.

20 A 6/4/19.

21 Q And by June 4th, 2019, did you have a
22 contractual relationship with GITI?

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1 A I don't recall the date, but we have
2 that in prior exhibits.

3 Q Do you want to reference one of them
4 just to confirm?

5 A Yes. By this date, I had signed
6 Exhibit 2 on page 6 on 6/3/19.

7 Q Okay. You can set that to the side.
8 We'll come back to that one later.

9 So, when you started working at HNCO --
10 and I just want to be clear because it's super
11 important -- you were never there in your NSA
12 capacity?

13 A Correct.

14 Q You -- were you only working at HNCO as
15 a consultant?

16 A That's correct.

17 Q Okay. And just to be clear, you were a
18 consultant to GITI, correct?

19 A I was a consultant to GITI, 1099 to
20 GITI.

21 Q Okay. And you had no direct employment
22 relationship with the Air Force?

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1 A Correct.

2 Q Okay. Was -- I guess, just in an
3 unclassified brief manner, what is HNCO? I know
4 it doesn't stand for anything, but what is the
5 office?

6 A They do primarily offensive cyber tool
7 acquisition for the Air Force.

8 Q In June 2020, and I guess leading up to
9 that time, when you started working there, were
10 these your first interactions with Air Force
11 employees in HNCO?

12 A Yes, ma'am.

13 Q Had you done any consulting work in
14 your other consulting work before then with the
15 Air Force?

16 A No, ma'am.

17 Q How would you describe HNCO's standing
18 in the cyber AI field?

19 A The cyber AI field or the cyber field?

20 Q Well, let's start with the cyber field.

21 A What do you mean by standing?

22 Q How would you -- what's their

Page 140

1 reputation?

2 A I don't know specifically the
3 reputation.

4 Q Okay. How about with cyber AI?

5 A There wasn't cyber AI work at the time.

6 Q Okay. And then there was, though,
7 yeah?

8 A With the Fibonacci projects, there was.

9 Q Okay. Did you know anything about HNCO
10 going into your consulting work?

11 A No.

12 Q And are there -- did you say they were
13 primarily offensive?

14 A They do acquisitions of primarily
15 offensive cyber tools.

16 Q Earlier you mentioned that good
17 offensive cyber tools also have defensive
18 capabilities.

19 A Uh-huh.

20 Q Is it your understanding that HNCO is
21 only acquiring offensive cyber products, cyber AI
22 products, or both, offensive and defensive?

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1 A I hesitate because I don't know what I
2 can say in an unclassified -- unclassified
3 environment. So I don't know.

4 Q As far as -- would you prefer to call
5 them government customers?

6 A Who?

7 Q HNCO. Good question.

8 A Customer to who?

9 Q The prime contractors. I want to -- I
10 want to make sure we have like a good language to
11 talk about how these contracts sort of work --

12 A Okay.

13 Q -- and so if you want to walk me
14 through your understanding of that process so I
15 can -- you know, so we're speaking the same
16 language on that --

17 A Threading the needle?

18 Q Yeah.

19 A Threading the needle again. Yeah. The
20 definition of customer is -- is nuanced. Within
21 the Air Force, they'll have a program office that
22 does acquisition of tools, like HNCO, for another

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1 Air Force customer, also military, DoD, civilians
2 and -- and military personnel that will use the
3 tools. So there's a nuance within the
4 government.

5 A contractor will also refer to the Air
6 Force, any of these offices, as a customer.

7 So what is it that you were asking?

8 Q Good question. I want to -- let's
9 switch gears, actually.

10 So, as far as government agencies that
11 acquire cyber AI products, is HNCO the only one?

12 A At that time, yes.

13 Q Okay. At that -- when you say "at that
14 time," what time are you talking about?

15 A Around 2019 and 2020.

16 Q Okay. Since 2020, are there other
17 government agencies that acquire cyber AI
18 offensive capabilities?

19 A Since 2020 -- again, this is a field
20 that was essentially created in 2019. It has
21 grown since then. There are now many customers,
22 many government customers, that seek to acquire

1 cyber AI tools from industry contractors or
2 academics or other government agencies.

3 Q Okay. I'm going to just hit this one
4 more time. You were never at HNCO as an NSA
5 employee?

6 A Correct.

7 Q Did you ever tell anybody at HNCO that
8 you were an NSA employee?

9 A I did not offer that I was an NSA
10 employee.

11 Q If asked -- when you say you did not
12 offer, did anybody ask if you worked somewhere?

13 A Yes. On August 14th or 13th, 2020,
14 Captain McVeigh specifically asked if I had
15 worked at NSA.

16 Q He asked you?

17 A He asked me directly.

18 Q Did you see him in person on --

19 A This was the second --

20 Q -- one of those days?

21 A -- time I had seen him in person.

22 Q Okay. Did you have business cards when

1 you were at HNCO?

2 A I don't recall. I have business cards
3 now, but I don't think I did at that time.

4 Q Was GITI aware that you were an NSA
5 employee?

6 A Ted Oakley was.

7 Q Did -- how did he -- to your knowledge,
8 how did he know?

9 A I don't know. Certainly, after
10 August 14th, we had discussed that.

11 Q Did you discuss that with Ted Oakley
12 before August 2020?

13 A I don't recall.

14 Q Okay. Who did you interact with at
15 HNCO once you started your consulting there?

16 MR. HENRY: Objection to form.

17 THE WITNESS: The interactions I had
18 with HNCO were primarily limited to interactions
19 with Dan Brown.

20 BY MS. SEEMAN

21 Q To your knowledge, was Dan Brown aware
22 that you were a private consultant?

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1 A Yes. He's the one that made the
2 arrangements.

3 Q Do you know whether anybody else at Air
4 Force HNCO was aware that you were a private
5 consultant?

6 A To my knowledge, anybody I interacted
7 with there, including the people that were
8 reading me in, which would be for this document
9 here on Exhibit 7, were aware, to my knowledge,
10 that I was there as a consultant.

11 Q Did you have a separate clearance as a
12 contractor?

13 A No.

14 Q Why not?

15 A It doesn't -- it doesn't exist.

16 Q Why do you think it doesn't exist?

17 A So, if you have a clearance at a place
18 like NSA, they will hold your clearance. Whether
19 you work at NSA or in the evenings as the person
20 who empties the trash for another contractor, the
21 NSA still holds your clearance.

22 Q Are you aware of any additional

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1 security mechanisms necessary for consultants --

2 I'm going to get there. Hold on. Let's see.

3 Actually, do you know what a DD254 is?

4 A Yes.

5 Q Okay. Did you have a DD254 as a
6 consultant?

7 A I don't recall.

8 Q Do you think you needed a DD254?

9 A I don't think so.

10 Q Why not?

11 A To my knowledge, in order to -- a
12 requirement for a DD254 is -- it's a security
13 document relating to working as a -- like a
14 subcontractor to a prime. I was working as a
15 consultant. It wasn't necessary.

16 Q Is it fair to say that you were still a
17 consultant underneath the prime contract, though?

18 A Yes.

19 Q Okay.

20 A But the Air Force made agreements
21 outside of my knowledge that they could use the
22 NSA clearance without having to have a DD254.

1 Q And why do you think that?

2 A Because Dan Brown made the
3 arrangements.

4 Q Made the arrangements for what?

5 A For the clearance -- for the clearance
6 pass-through so that I could be read on to a SAP
7 program.

8 Q Other than Dan Brown, are you aware of
9 any other Air Force employee being involved in
10 that process?

11 A I am not.

12 Q Was your consulting work -- it was
13 unclassified, correct?

14 MR. HENRY: Objection to form.

15 THE WITNESS: The mathematics were
16 unclassified. The research was also
17 unclassified.

18 BY MS. SEEMAN

19 Q In an unclassified manner, what part of
20 it was classified?

21 A The application to a specific program
22 or a specific target. The target would be like

1 Iran or China.

2 Q Okay. Earlier we went over sort of the
3 NSA guidance given to you.

4 Once you're in your consulting role,
5 what steps did you take to avoid blurring any
6 lines at HNCO?

7 A Good question. I made sure that I was
8 not in contract negotiations, the primary person
9 to present to any sort of senior officials.
10 Again, I limited my work to being behind the
11 scenes and advising.

12 Q Did you ever go to HNCO's office in San
13 Antonio?

14 A I did.

15 Q Is that a secure facility?

16 A It is.

17 Q Approximately how many times did you go
18 there?

19 A Maybe four occasions.

20 Q When?

21 A The read-in for access to the SAP
22 program listed in -- well, I guess the program's

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1 not even listed in Exhibit 7. The read-in.

2 There was another time to assist or
3 provide recommendations to Dan Brown on the
4 classification guide.

5 Q Do you remember when that was?

6 A I don't. And then there were two
7 presentations where I -- I think there were two.
8 There might have only been one presentation where
9 I, again, assisted to explain the mathematics.
10 Dan Brown was presenting. I assisted to explain
11 mathematics.

12 Q And you don't remember if it was one or
13 two presentations?

14 A I can't recall. I know that there was
15 at least one that was August 13th --

16 Q Of --

17 A -- or thereabouts. August 13th of
18 2020.

19 Q Okay.

20 A 13th or 14th.

21 Q Okay. Why do you remember that one?

22 A That was the last presentation. That

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1 was also the impetus for the de facto debarment.
2 This is where I was attacked by McVeigh after the
3 presentation. It was a memorable event.

4 Q Tell me more about it. So you said
5 he -- he attacked you. How did he attack you?

6 A I would say he aggressively approached
7 me after the presentation.

8 Q Did he physically touch you during
9 this?

10 A No.

11 Q Okay.

12 A I'd been told on many occasions by Dan
13 Brown to avoid Captain McVeigh.

14 Q Before the August 13th incident?

15 A Oh, I'd been told many months prior.

16 Q And why did Dan Brown tell you that?

17 A As I stated in the second amended --
18 amended complaint, the -- the reputation that
19 Captain McVeigh had within HNCO was well known.
20 He often would attack people and attempt to
21 destroy their reputation in order to get program
22 funds from another program shifted over to his

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1 program.

2 Dan Brown mentioned this on a couple of
3 occasions, a phone call, one time in his office,
4 as just somebody to avoid and not interact with.

5 I had also heard from Todd Jaspers that
6 this -- this -- Captain McVeigh had that
7 reputation, even with their counterparts at NSA,
8 and to try to avoid this individual.

9 MR. GONZALEZ: What time is it?

10 THE WITNESS: And --

11 MS. SEEMAN: 2:02.

12 THE WITNESS: -- Todd Jaspers confirmed
13 this in his testimony, in his depo.

14 Actually, to note, Dan Brown also
15 confirmed this in his testimony.

16 MS. SEEMAN: I'm just worried about
17 your testimony today, so --

18 MR. GONZALEZ: Do we want to take like
19 a 30-minute break for lunch and then --

20 MS. SEEMAN: Yeah, I guess. People are
21 hungry. We can go --

22 THE WITNESS: You're hungry now?

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1 MS. SEEMAN: -- off the record.

2 MR. GONZALEZ: Yeah, let's take a
3 30-minute break for lunch.

4 (Whereupon, at 2:03 p.m., a
5 luncheon recess was taken.)

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EXHIBIT 1

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Roysdon Fact Witness_000152

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A F T E R N O O N S E S S I O N

(2:43 p.m.)

WHEREUPON,

PAUL ROYSDON, PH.D.

was called for continued examination, and having
been previously duly sworn, was examined and
testified further as follows:

EXAMINATION BY COUNSEL FOR DEFENDANTS

CONTINUED

BY MS. SEEMAN

Q Dr. Roysdon, did you discuss your
deposition testimony with anybody over the break?

A I discussed with my attorney.

Q What did you discuss with him?

A I just asked how things are going.

Q And what did he say?

A He said fine.

Q Anything else?

A No.

Q Okay. When you were a consultant, who
paid for your travel?

A I traveled on only one occasion, and

EXHIBIT 1

1 GITI paid for the travel. I had to submit an
2 expense report.

3 Q Where did you travel to?

4 A El Segundo, California.

5 Q Who did you present to?

6 A It was a classified conference --
7 that's the best way I can describe it -- or a
8 classified gathering.

9 Q Were Air Force employees there?

10 A Yes.

11 Q Any other government employees?

12 A Yes.

13 Q Do you know what agencies?

14 A I don't.

15 Q Okay. Did you ever -- did GITI ever
16 pay for your travel when you were on your joint
17 duty assignment back to San Antonio?

18 A No.

19 Q When you were in person at HNCO's
20 offices -- so, earlier, you said you were there a
21 maximum of four occasions in person. Do I have
22 that correct?

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1 A Yes.

2 Q Okay. Your read-in, a meeting with Dan
3 Brown, and then a presentation or two, correct?

4 A Correct. The meeting with Dan Brown,
5 to clarify, was to create that -- that
6 classification document. Do you understand what
7 a classification document is?

8 Q Yes.

9 A Okay. This classification document,
10 just for the record, defines what is classified
11 at the sensitive, secret, top secret level.
12 However, it was never approved.

13 Q Let's talk about that meeting a little
14 bit more. So what was your role in that meeting?

15 A Again, providing guidance. Dan Brown
16 was authoring the class guide and wanted to know
17 what I considered to be sensitive.

18 Q Is that subject to a difference of
19 opinion?

20 A No.

21 Q Why not?

22 A He was asking for my guidance. He did

1 not have an opinion. He didn't know the math.
2 He didn't know what was sensitive and what
3 wasn't.

4 Q Do you know whether or not he asked
5 anybody else at the Air Force about the
6 classification guide?

7 A He would have taken it through his
8 chain of command to get it approved.

9 Q And you said it was not approved,
10 correct?

11 A I found out through discovery that it
12 was not approved.

13 Q What discovery?

14 A Through this lawsuit discovery.

15 Q Yeah. What document, though?

16 A I don't recall. I think we had asked
17 for the classification guide, and they said they
18 couldn't produce it.

19 Q Did you take that to mean that it was
20 not approved?

21 A There's some sort of conversation with
22 Dan Brown or someone else that said it was not

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1 approved, and I think he also testified to that
2 in his -- his deposition.

3 Q Did you read Dan Brown's deposition
4 testimony?

5 A I was present at his deposition.

6 Q In person?

7 A Yes.

8 Q Oh, it was virtual, so you have to see
9 who's in the room.

10 How about Todd Jaspers?

11 A I read the testimony.

12 Q Testimony. Have you read any other
13 depositions in this case?

14 A I've been briefed on all the
15 depositions.

16 Q Briefed, but you haven't read all of
17 the transcripts?

18 A I have not read all of the transcripts.

19 Q Okay.

20 A I've read several of them.

21 Q Let's talk about Dan Burghard. Is it
22 okay if I call him Danny? Do you know who I'm

1 talking about?

2 A Yes.

3 Q Okay.

4 A Yeah.

5 Q Who is Mr. Burghard?

6 A To my understanding, Danny Burghard is
7 like a program chief for the work that HNCO does,
8 so like a final decisionary.

9 Q Was that your understanding of his role
10 in 2019 to 2020?

11 A Correct.

12 Q Okay. Do you know what his current
13 role is?

14 A I don't.

15 Q Okay. What interactions did you have
16 with Mr. Burghard in 2019 to 2020?

17 A I only had one interaction with Danny
18 Burghard that I recall, where he was present at
19 the meeting or -- yeah, the meeting,
20 presentation, whatever it was in August 2020,
21 August 14th or 13th, 2020.

22 Q So you said that's the only interaction

1 you recall, correct?

2 A Yes, ma'am.

3 Q When you say that you recall, do you
4 mean you might have had other interactions with
5 him before then; you just don't remember?

6 A It's possible. I just don't remember.

7 Q Okay.

8 A Correct.

9 Q Sometimes people use don't recall in
10 different ways, so I just wanted to clarify what
11 you meant.

12 In your -- you said you reviewed your
13 second amended complaint before coming here?

14 A Yes, ma'am.

15 MS. SEEMAN: Okay. I guess I can hand
16 you a copy. It's not a quiz, I promise.

17 So we'll mark the second amended
18 complaint as Exhibit 8. A copy to counsel.

19 (Deposition Exhibit Number 8 was
20 marked for identification.)

21 BY MS. SEEMAN

22 Q So I want to direct your attention

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1 to -- let me get my copy -- I believe paragraph
2 78.

3 A Yes.

4 Q Okay. A couple things. Why do you
5 refer to this other project, which we'll call
6 Project B -- why do you refer to that as Captain
7 McVeigh's project?

8 A Because it was his project.

9 Q How do you know?

10 A Dan Brown told me about those projects
11 a few times.

12 Q All right. In paragraph 78, you say,
13 in February 2020, at a classified briefing, you
14 were asked by Dan Brown and Mr. Burghard to
15 express your expert opinion on the continued
16 viability of Captain McVeigh's Project B, et
17 cetera, et cetera, et cetera.

18 Do you -- do you recall what this
19 paragraph is talking about?

20 A Yes, I do.

21 Q What can you tell me about it?

22 A So, in this case, Dan Brown was asking

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1 on behalf of Danny Burghard to get my subject
2 matter expertise opinion on the viability of
3 this -- this program that -- that Captain McVeigh
4 was overseeing as program manager. I was given
5 insight into the targets, meaning, you know,
6 China or Taiwan or -- sorry -- China, Iran, et
7 cetera, adversaries, the technology that was
8 used, et cetera.

9 I asked a number of questions. For
10 example, did they have -- when was their last
11 deliverable? Apparently, the program had been
12 going on for maybe ten years. They hadn't
13 delivered any deliverables in several years.

14 The technology that they were using was
15 outdated, meaning that they were developing
16 software for, say, Windows 2000 instead of
17 Windows 8 or 10.

18 And there was -- there was no
19 automation. He asked for things like would I --
20 he asked for expert advice, and it was my -- my
21 assessment that based on the program being over
22 budget, not delivering, and using old technology,

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1 outdated technology that was essentially overcome
2 by events, it wasn't necessary in the field
3 anymore, that it's something that shouldn't
4 continue.

5 Q I want to break that down just a little
6 bit.

7 So did you ever have a conversation
8 with Mr. Burghard about this assessment?

9 A No.

10 Q Okay. Did you only communicate with
11 Dan Brown for information?

12 A Yes.

13 Q Okay. And you said they a lot. Who is
14 they that you're referring to?

15 A They meaning the performers on Project
16 B.

17 Q Would that be the Air Force?

18 A The performers are typically a
19 contractor.

20 Q Okay.

21 A It could also -- it could also be the
22 Air Force, but I -- I was not privy to that

1 information.

2 Q Okay. And you mentioned -- I believe
3 you mentioned that this was a project that was
4 under Captain McVeigh --

5 A Correct.

6 Q -- in his role as project manager or
7 program manager?

8 A One or the other, yes.

9 Q One of the -- one of the PMs?

10 A Yes.

11 Q Is that the only reason why you
12 describe it as his project is because it was
13 under his group of projects that he had?

14 A Correct.

15 Q Is Fibonacci also, then -- would it
16 have been one of Captain McVeigh's projects?

17 A At that time, no. That was not my
18 understanding.

19 Q What was your understanding?

20 A My understanding is that, at that time,
21 McVeigh and Dan Brown were peers, Dan Brown
22 operating the Office of Special Projects. Dan

1 Brown had his set of projects, and McVeigh had
2 his set of projects.

3 I think this -- based on my
4 understanding, this created the tension that
5 existed in the office, where funding that was
6 going to Dan's Brown -- Dan Brown's projects,
7 McVeigh felt, as he did on prior occasions,
8 apparently, should have gone to McVeigh's
9 projects, that funding should have gone to
10 McVeigh's projects instead of Dan Brown's
11 projects, as if any projects that Dan Brown was
12 overseeing was kind of taking money away from the
13 money available to all of the projects.

14 Q Is the understanding of where they
15 are -- let me rephrase.

16 Is your understanding of the working
17 relationship between Dan Brown and Captain
18 McVeigh based on your conversations with Dan
19 Brown?

20 A Yes, and my understanding of the Air
21 Force. It would be very unusual to have a
22 captain overseeing a GS-13.

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1 Q Okay.

2 A As in it almost never happens.

3 Q But, specifically, you don't have
4 any -- do you have any reason to dispute that
5 Captain McVeigh would have been overseeing
6 projects that Dan Brown was working on?

7 A Yes, because I was told otherwise --

8 Q Okay.

9 A -- by Dan Brown.

10 Q By Dan Brown. Okay. So you offer your
11 expert opinion on what we're calling Project B,
12 correct?

13 A Correct.

14 Q When did you offer that assessment?

15 A I offered an initial assessment
16 sometime in February, and then there was another
17 conversation in August.

18 And I followed up with -- well, when
19 asked again, based on the progress in the span of
20 seven months, I again said, it's still OBE. It's
21 still dated technology. They still have not
22 delivered.

1 Q What does OBE mean?

2 A Overcome by events.

3 Q And when you say overcome by events,
4 what does that mean?

5 A Meaning that they're developing
6 capabilities for something like Windows 2000 when
7 the current version of Windows was Windows 8.

8 Q So it's outdated?

9 A It's outdated.

10 Q Okay. You said you had another
11 conversation in August. Who was that
12 conversation with?

13 A Dan Brown. It's my understanding that
14 Dan Brown conveyed that information to Danny
15 Burghard and Allen Rabayda.

16 Q Were you included in any
17 communications --

18 A No.

19 Q -- between -- I've got to finish the
20 question.

21 A I'm sorry.

22 Q Were you included in any communications

1 that relayed your opinion of Project B?

2 A No.

3 Q Do you know whether or not Dan Brown
4 used your name in providing that assessment of
5 Project B to Allen Rabayda or to Danny Burghard?

6 A I don't know.

7 Q Okay. Do you know what a performance
8 management review is?

9 A A PMR?

10 Q Yes.

11 A Yes. There are many types.

12 Q Is that what the August 13th or 14th,
13 2020 meeting was?

14 A I don't know.

15 Q Did you participate in any PMRs as a
16 consultant?

17 A I participated in a briefing of -- in
18 August. It was a briefing of some new math that
19 could be used on a project that -- that Dan Brown
20 expressed as being important. It was the
21 presentation of that new math that, at least
22 according to Dan Brown and Todd Jaspers -- and

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1 they confirmed this in their testimony -- that's
2 something that Danny Burghard wanted to create a
3 program out of and fund, and that money for the
4 funding was then pulled from Captain McVeigh's
5 program.

6 Apparently, this angered Captain
7 McVeigh, as I was told -- told this by Dan Brown,
8 and he used that as an opportunity to destroy the
9 program and destroy the individual as he had done
10 on prior occasions. Again, he had a reputation
11 for destroying people's reputations and trying to
12 take money from one program to his own programs.

13 Q Did you ever tell Danny Burghard you
14 were an NSA employee?

15 A I don't recall, no.

16 Q Did you ever tell him that you were a
17 private consultant?

18 A I don't recall.

19 Q In the PMRs you -- I guess let me back
20 up.

21 How many PMRs did you participate in at
22 the Air Force?

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1 A I don't recall participating in a PMR.

2 Q You -- you didn't -- you don't --

3 A I don't recall participating in a PMR.

4 Q Okay. What do you want to call it?

5 A I participated in a meeting to discuss
6 the math pertaining to the Fibonacci series.

7 Q Other than Mr. Burghard, who was
8 present at that meeting?

9 A I don't recall.

10 Q Do you know how many people were -- was
11 it an in-person meeting?

12 A It was in person in San Antonio. The
13 room may have had five people in it. Captain
14 McVeigh was one of them. And I don't know if
15 Danny Burghard was in that meeting in person or
16 virtually.

17 Q But he was present?

18 A To the best of my knowledge, yes.

19 Q Okay. Do you remember anybody else
20 there other than McVeigh and Burghard?

21 A Dan Brown. It was Dan Brown -- Dan
22 Brown's program.

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1 Q Anybody else?

2 A I don't remember.

3 Q Does the five include you?

4 A Yes.

5 Q Okay. So we're just missing one?

6 A I was there, yes.

7 Q All right. And what was the date of
8 that meeting?

9 A I believe that was the August 13th
10 meeting.

11 Q Okay. Going back to -- actually, let's
12 go one at a time.

13 So for the opinion that you gave on
14 Project B, how does that comply with the guidance
15 that you were given by NSA OGC?

16 MR. HENRY: Objection to form.

17 THE WITNESS: As far as that program
18 being any different than any other program, there
19 was no difference. I was presented with, like, a
20 problem to solve and methods that could solve it,
21 and I presented my -- my evidence on how to solve
22 that problem.

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1 And, you know, in -- in this dialogue,
2 in view of program B using outdated technology, I
3 presented -- in essence, to show that it's --
4 it's overcome by events, I presented a solution
5 that would -- that would solve that problem,
6 meaning the network operations that were
7 necessary against that target and -- and how one
8 might use certain mathematics to -- that would be
9 implemented to solve that problem. So, in that
10 sense, it is no different.

11 So I was presented -- in the same way
12 presented with the Fibonacci series problems that
13 needed solutions that had outdated solutions that
14 were currently being used in operations, and I
15 proposed modern solutions that could work at the
16 speed and scale of machines. So it was no
17 different.

18 BY MS. SEEMAN

19 Q Did your expert opinion about Project B
20 have the capability to create a difference of
21 opinion at the Air Force?

22 A Well, it certainly did with Captain

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1 McVeigh. However, I was not aware that this
2 information would be conveyed to Captain McVeigh.

3 Q More generally speaking, you know, you
4 mentioned Project B had been around for ten years
5 at the time --

6 A Correct.

7 Q -- give or take?

8 Did you -- when -- did you hesitate to
9 offer this opinion based on the NSA guidance you
10 received?

11 A No. Again, same answer as before. I
12 was -- I was presented with different --
13 different problems with the Fibonacci series. My
14 job is to present facts on how to solve those
15 problems. Yeah.

16 Q Okay. If you are offered -- were --
17 did you offer a different solution for Project B
18 in your assessment?

19 MR. HENRY: Objection to form.

20 THE WITNESS: What do you mean, a
21 different solution?
22

1 BY MS. SEEMAN

2 Q Did you offer something that would be
3 better than Project B?

4 MR. HENRY: Objection to form.

5 THE WITNESS: I didn't offer a
6 solution.

7 BY MS. SEEMAN

8 Q Okay. In your opinion and assessment
9 of Project B, what did you offer?

10 A I presented the facts.

11 Q And the facts were what?

12 A That it's using outdated technology.

13 Q Did you provide any solution for that
14 outdated technology?

15 A I did not provide a solution.

16 Q Okay. You know, you mentioned you
17 learned there was a difference of opinion with
18 Captain McVeigh at the time.

19 Did that -- when did -- when did you
20 become aware of Captain McVeigh having an issue
21 with your assessment?

22 A My assessment was to inform Dan Brown

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1 so that he can inform his leadership. I was,
2 sometime after August 13th, notified by -- I
3 received a phone call from Dan Brown saying that
4 he had relayed that information to Captain
5 McVeigh and that there was a difference of
6 opinion between he and Captain McVeigh, not
7 between Captain McVeigh and myself.

8 Q I'm going to need you to explain that
9 to me a little bit further, but -- yeah. Can
10 you -- I don't -- I don't follow there.

11 So Dan Brown called you later in August
12 of 2020?

13 A Uh-huh.

14 Q Okay. And he told you there was a
15 difference of opinion between him and Captain
16 McVeigh?

17 A Yes, based on his, I guess you could
18 say, assessment.

19 Q Okay. But you said there was no
20 difference of opinion between you and Captain
21 McVeigh?

22 A As far as I know, no.

EXHIBIT 1

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Roysdon Fact Witness_000174

1 Q Okay. Why --

2 A I didn't have an interaction with
3 Captain McVeigh.

4 Q Okay. Do you know whether or not Dan
5 Brown adopted your opinion of Project B in his
6 communications with Captain McVeigh?

7 A I don't know.

8 Q Okay. So it's possible, right, then,
9 that you did have a difference of opinion with
10 Captain McVeigh?

11 A I did not have a difference of opinion
12 with Captain McVeigh.

13 Q And you say that just because you did
14 not have a substantive interaction with him about
15 Project B?

16 A That's correct.

17 Q Okay. Let's talk about the August 2020
18 meeting. So how were you avoiding a conflict of
19 interest at that meeting?

20 MR. HENRY: Objection to form.

21 BY MS. SEEMAN

22 Q You can answer.

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1 A Again, my role was kind of a backseat
2 role or behind-the-scenes role. The presentation
3 was Dan Brown's presentation to lead, to
4 introduce, to conclude. I provided refining
5 elements of the presentation specifically related
6 to the mathematics.

7 Q Okay. I think earlier you said this,
8 but -- so you called it new math?

9 A Yes, ma'am.

10 Q Okay. I'm not even going to ask you
11 what that means. But was there a PowerPoint at
12 this meeting?

13 A I think there was a PowerPoint at this
14 meeting.

15 Q Did you prepare a PowerPoint for this
16 meeting?

17 A I think I assisted Dan Brown in his
18 PowerPoint.

19 Q Were you identified in the PowerPoint?

20 A I don't recall.

21 Q And I know you said you only remembered
22 the one presentation for sure. At the other

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1 presentation, do you remember anything about it?

2 A No, I don't recall.

3 Q Okay.

4 A No.

5 Q Did GITI have any input into the
6 presentation from August 2020?

7 A No.

8 Q Why not?

9 A They were not privy to the classified
10 information.

11 Q And just to clarify, this was a
12 classified meeting?

13 A Yes, ma'am.

14 Q Okay. Did this meeting have any effect
15 on funding for projects at the Air Force?

16 A I don't know.

17 Q And going back, same question for your
18 assessment of Project B. Were you aware when you
19 gave that opinion whether or not it would have
20 any effect on funding for Project B?

21 A Again, this is, you know, outside of
22 my -- my domain, so I don't know.

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1 Q Did you think that project -- you
2 thought Project B needed to be shut down, though,
3 correct?

4 A Yes. From the standpoint of being an
5 American citizen, it was a good example of fraud,
6 waste and abuse.

7 Q Did you report -- that's a -- that's a
8 term of art, correct, fraud --

9 A Yes, ma'am.

10 Q -- waste and abuse?

11 Did you report anything about Project B
12 to, like, the Office of the Inspector General?

13 A I did later, yes.

14 Q Okay. And you say later. When was
15 that?

16 A Late 2020, early '21.

17 Q Was that the only --

18 A I filed -- I filed a claim, a fraud
19 waste and abuse claim.

20 Q Is that the only claim you submitted to
21 OIG?

22 A Yes, ma'am.

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1 Q Okay. If I told you that happened in
2 2022, do you have any reason to doubt that?

3 A It's possible it was in '22.

4 Q Okay.

5 A Was it?

6 Q I'll clean it up later. Don't worry.
7 Okay. Okay. Can you -- I want to direct your
8 attention back to paragraph 78. All right.

9 And once you've had a chance to reread
10 it, can you let me know?

11 A Yes, ma'am. Yes, ma'am.

12 Q Is the substance of paragraph 78
13 factually accurate?

14 A Yes, ma'am.

15 Q Okay. So is this 2020 briefing the
16 first time you met Captain McVeigh?

17 A In person, yes, ma'am.

18 Q And when you say in person, had you had
19 communications with him before then?

20 A No. In this meeting, I was merely
21 introduced to him in the foyer.

22 Q Of HNCO?

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1 A Of Aerospace Corporation. They had a
2 classified briefing room. This was in the foyer.
3 He introduced himself as Captain McVeigh.

4 Q Is that in Texas?

5 A It's in El Segundo, California.

6 Q Thank you. When you introduced
7 yourself to Captain McVeigh, did you tell him
8 that you were a private consultant?

9 A No.

10 Q Did you tell him that you were an NSA
11 employee?

12 A No.

13 Q What did you tell him?

14 A I didn't tell him anything. I said,
15 hi, I'm Dr. Roysdon.

16 Q You didn't give him any affiliation --

17 A There was no --

18 Q -- that you had?

19 A -- need to.

20 Q After February 2020, when was your next
21 interaction with Captain McVeigh?

22 A August 13th, 2020.

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1 Q All right. And let's talk about that a
2 little bit more.

3 So, earlier, you said he aggressively
4 approached you. Where were you all at?

5 A In the briefing room. This was after
6 the briefings.

7 Q And briefing room at HNCO?

8 A HNCO Texas.

9 Q Okay. What did he say to you when he
10 approached you?

11 A I don't recall exactly. He introduced
12 himself again as Captain McVeigh. He gave me a
13 business card. I don't recall the rest.

14 Q Okay. Earlier you said he aggressively
15 approached you. So what made it aggressive?

16 A He seemed very accusational about the
17 mathematics.

18 Q What do you mean by that?

19 A That -- it was more like questioning me
20 about the mathematics. I took it as an
21 opportunity to -- to hear him out. He has no
22 math background, so I was interested to hear his

1 opinion.

2 Q When you say it's accusational, is
3 there -- what about his -- we'll start with body
4 language -- did you see that would support being
5 accusational?

6 A Just general body language was fairly
7 confrontational, and the conversation was
8 something like, you know, how do you know this to
9 be true? And my response as a mathematician was
10 to say, well, it's provably so.

11 I mean, there's -- for me, it's black
12 and white. I'm not -- it's difficult to question
13 -- you can question the mathematics if you want,
14 but if you have a proof that shows that it's
15 true, you can argue it, but it's foolish to argue
16 it. So I took this as an opportunity to just
17 step him through the math and just say, okay,
18 well, we know this -- this conclusion based on --
19 on these things. It's as simple as that.

20 Q What was the volume of the
21 conversation?

22 A I don't recall. And he seemed -- he

1 seemed happy with my -- my response or my
2 description.

3 Q Okay.

4 A So it was accusational, you know, how
5 is this -- how can this be true. Okay. Here's
6 the conclusion. This is how you arrive at this
7 conclusion.

8 It almost seemed to me at the time that
9 he just wanted to better understand how that math
10 could be applied to a specific problem, so, as a
11 mathematician, I obliged him.

12 Q So is it fair to say that he did not
13 attack you?

14 A No. It was certainly an aggressive
15 form of communicating that idea.

16 Q And it was aggressive based on his
17 questions?

18 A Based on his questions, the tone of his
19 voice, maybe elevated voice. There were other
20 people in the room, so -- yeah, it was just
21 generally unprofessional.

22 Q And in your response, what was your

1 demeanor like in this conversation?

2 A Fairly calm. I've -- I've dealt with
3 this many times before. It's not unusual.

4 Q Okay. After you have that conversation
5 with Captain McVeigh, is it fair to say it
6 de-escalates?

7 A I thought so, yes.

8 Q Okay. After that conversation, did you
9 talk to anybody about that conversation?

10 A No.

11 Q Okay. Who, if anybody, witnessed that
12 conversation?

13 A Dan Brown might have.

14 Q Did you ever tell Major McVeigh that
15 you were a private consultant?

16 A They promoted him. Yes, he was
17 promoted. He is now captain -- sorry. He is now
18 Major --

19 Q Sorry.

20 A -- McVeigh.

21 Q Yeah.

22 A At the time, he was Captain McVeigh.

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1 Q Yeah. But did you ever tell captain --
2 then Captain McVeigh that you were a private
3 consultant?

4 A I didn't say anything.

5 Q Did you ever tell Captain McVeigh that
6 you were an NSA employee?

7 A I didn't say anything.

8 Q Sorry. I didn't --

9 A I didn't, no.

10 Q Okay. Do you know Colonel Jared
11 Ekholm?

12 A I do not.

13 Q You're suing him, though, right?

14 A Pardon?

15 Q You're suing him, though, right?

16 A He was in the chain of command. Yes,
17 ma'am.

18 Q Do you know where in the chain of
19 command he falls?

20 A Both Captain McVeigh and Dan Brown
21 reported to him. He oversaw the projects and
22 oversaw things like the classification guide,

1 program management reviews, et cetera.

2 Q Have you ever met Colonel Ekholm?

3 A I have not.

4 Q Do you have any opinion about him?

5 A Does my opinion really matter?

6 Q It might.

7 A I think if there's friction in the
8 office, it is your job as a leader to resolve
9 that friction. Otherwise, you are a poor leader.
10 There was obvious friction in that office,
11 especially between Captain McVeigh and nearly
12 everyone else, as I've been told, but in the
13 cases that I was privy to, only Dan Brown.

14 And it seems to me that as a leader who
15 is overseeing that office and is privy to all of
16 those programs and the friction in the office, it
17 was his job to try to mitigate -- reduce the
18 friction, try to help people get along.

19 Q So is it fair to say you just might not
20 agree with his management style?

21 A I think he allowed Captain McVeigh to
22 destroy other people's reputations before I came

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1 into view and then allowed Captain McVeigh to do
2 the same to me.

3 Q All right. And --

4 A And I heard the same thing from Dan
5 Brown and Todd Jaspers, and they confirmed this
6 in their testimony during the depositions.

7 Q So you keep mentioning destroying
8 reputations before you. So whose reputations are
9 you referring to?

10 A I don't know. I was told on a few
11 occasions that Captain McVeigh had a reputation
12 of destroying people's -- of destroying
13 people's -- other people's reputations that would
14 potentially -- of destroying other people's
15 reputations.

16 Q Okay. You don't know anything about
17 the underlying substance of those situations,
18 though, correct?

19 A I do not.

20 Q Okay. Did you believe that Captain
21 McVeigh was targeting you?

22 A At the time, I did not know. It clear

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1 after reading all of the documents that we've
2 received in -- in discovery, the e-mails that
3 I've read of him authoring e-mails and responses,
4 it seemed that he was on a mission to destroy me.

5 Again, Todd Jaspers confirmed this in
6 his testimony. Dan Brown confirmed this in his
7 testimony. It was clear several times he reached
8 out to leadership, both at HNCO and Air Force
9 Research Laboratory, that he was trying to
10 destroy my reputation, and each time, they told
11 him to stop, that he had no grounds.

12 Q Did Captain McVeigh ever share that he
13 had an issue with you personally?

14 A No, ma'am.

15 Q Okay. Have you spoken with Captain
16 McVeigh since leaving your consulting role?

17 A No, ma'am.

18 Q Okay. Do you know what his current
19 position is?

20 A No, ma'am.

21 Q Okay. For Colonel Ekholm, did you ever
22 have any interactions with him?

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1 A No, ma'am.

2 Q And have you -- you haven't spoken with
3 him since leaving?

4 A No, ma'am.

5 Q Okay. I guess since leaving your
6 consulting role.

7 A No, ma'am.

8 Q Thank you. How about Danny Burghard?
9 Have you had any interactions with him since
10 leaving your consulting role?

11 A No, ma'am.

12 Q All right. Let's -- do you -- before
13 you read discovery in this case, what was your
14 personal opinion of Captain McVeigh?

15 A I was more or less indifferent, other
16 than being warned by Dan Brown to avoid him.

17 Q Okay.

18 A I'm not one to hold a grudge or try to
19 attack somebody. I was indifferent.

20 Q All right. And same sort of question
21 for Mr. Burghard. What was your opinion of him?

22 A Indifferent.

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1 Q Okay. Dan Brown.

2 A Yes, ma'am.

3 Q So you've -- is -- I guess Dan Brown
4 and Todd Jaspers. Are those two the only people
5 who you talked to about Captain McVeigh's
6 reputation?

7 A Aside from my attorney?

8 Q Yes.

9 A Yes.

10 Q Okay. And how frequently would you
11 interact with Mr. Brown while in your consulting
12 role?

13 A We interacted as colleagues or friends
14 on frequent occasions. As a consultant -- sorry.

15 Q No, no. I was just going to ask to
16 clarify.

17 So would you describe your relationship
18 with him as a friendly one?

19 A At the time, yes.

20 Q Okay. Did you guys get together
21 outside of -- I hate to say the office because
22 you guys didn't work in the same office, correct?

1 A Correct.

2 Q Did you guys ever get together after
3 work hours?

4 A Only on one occasion.

5 Q When was that?

6 A I don't remember. We went and had
7 Mexican food with Todd Jaspers.

8 Q And how frequently would you interact
9 with Mr. Brown during work hours -- well, during
10 your consulting work hours?

11 A Only on occasion.

12 Q Did Dan Brown offer you any sort of
13 guidance on how to avoid the appearance of a
14 conflict of interest during your consulting work?

15 A His guidance was to make sure I was
16 complying with OGC.

17 Q From NSA, correct?

18 A NSA, yes.

19 Q Did you ever consult with anybody at
20 the Air Force Office of General Counsel?

21 A No.

22 Q How would you describe Dan Brown?

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1 MR. HENRY: Objection to form.

2 THE WITNESS: Can you clarify your
3 question?

4 BY MS. SEEMAN

5 Q Yeah. How would -- I mean, how would
6 you describe him professionally?

7 A Professionally?

8 Q Yes.

9 A Professionally, he is somebody that
10 takes great care to do a good job to make sure
11 everything is within the law. He's very careful
12 about not talking about program things outside of
13 work, so as to not accidentally leak classified
14 information.

15 He's also somebody who is very careful
16 with what he does, in that he won't -- he'll do
17 what he can to not cause conflict and he will
18 tend to avoid conflict. So, if there is a
19 problem, he won't defend that individual. If --
20 even if he believes that individual is being
21 harmed, he will not defend that individual.

22 My case was a great example. He told

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1 me on several occasions -- and he told Todd
2 Jaspers the same thing -- that he felt my
3 reputation was being destroyed, and one time he
4 said being dragged through the mud, but he was
5 fearful of losing his job because, at that point,
6 McVeigh had already moved him from his dream job,
7 which was the special projects office in HNC0.
8 He was worried about being terminated, so he, as
9 much as he felt like I was being wronged, would
10 not defend me to his -- to his superiors.

11 He did on one or two occasions when
12 talking to Todd Jaspers -- I think Todd is the
13 one who relayed this to me -- said that he would
14 talk about these sorts of things if he was under
15 oath, but he otherwise would not do it in an
16 official capacity for fear of losing his job.

17 He feared retaliation by Captain
18 McVeigh or further retaliation. He had already
19 been retaliated against once by having programs,
20 specifically the Fibonacci program, canceled and
21 then losing his position within special projects.
22 He feared further retaliation of losing his job.

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1 That's what he expressed to me personally.

2 Q When did he express those things to
3 you?

4 A So, apparently, there was an
5 investigation that was launched by Air Force OSI.

6 Q I'll stop you there. What do you have
7 to support that? Why do you think that Air Force
8 OSI started an investigation?

9 A Exhibit No. 7. This is the readout in
10 the beginning of the Air Force investigation into
11 me --

12 Q Are you --

13 A -- based on false claims that I was an
14 insider threat or a crackpot or whatever other
15 adjectives Captain McVeigh used to describe me or
16 expressions used to describe me.

17 Q Why do you say that Captain McVeigh
18 said those things about you?

19 A Dan Brown told me this is what was
20 going on in the office.

21 Q Did Dan Brown say specifically that
22 Captain McVeigh called you an insider threat?

1 A Yes, he did.

2 Q Okay. You mentioned --

3 A He also said that Captain McVeigh had
4 access to a bunch of documents that he was not
5 privy to. So this goes to my second amended
6 complaint on Privacy Act violations where,
7 somehow, the Air Force OSI agent was collecting
8 information about me and sharing that to -- or
9 sharing that with Captain McVeigh, and Captain
10 McVeigh was spreading that in the office.

11 Dan Brown confirmed this over the phone
12 by saying, Captain McVeigh's spreading your
13 personal information throughout the office --
14 that was his statement -- and that I need to be
15 careful. We have e-mails showing that that's
16 exactly what's going on.

17 Q Have you seen any e-mail where Captain
18 McVeigh called you an insider threat?

19 A I have seen several e-mails where he is
20 being very disparaging about who I was and my
21 capabilities.

22 Q When you say disparaging, what do you

1 mean?

2 A Attacks on character, personal and
3 professional.

4 Q Was there anything specific about that
5 other than the potential that there was a
6 conflict of interest that you're referring to?

7 A I'm sorry. Say that again.

8 Q You're saying there were e-mails that
9 had disparaging information in them. I'm just
10 trying to figure out what that disparaging
11 information is. Now, I know because I've read
12 all the documents in the case, too, that there
13 are e-mail communications about a potential
14 conflict of interest.

15 Is that the only disparaging point of
16 those e-mails that you are referring to, or is
17 there something else?

18 A In the e-mails, I -- I don't recall. I
19 do recall phone conversations.

20 Q With who?

21 A Dan Brown.

22 Q When were those phone conversations?

Page 197

1 A Sometime between August 13th and maybe
2 mid-September.

3 Q Of 2020?

4 A 2020.

5 Q Okay. You also said that Dan Brown
6 told you that Captain McVeigh was spreading your
7 information all around the office, correct?

8 A Correct.

9 Q Who was he specifically spreading your
10 information to?

11 A I don't know. At some point, my
12 security clearance documents, things like my
13 social security number, birth date, the documents
14 that -- or the e-mails that I exchanged between
15 Amy at NSA, the Office of General Counsel, those
16 documents were being given to several people, Dan
17 Brown included. He said he had seen one of those
18 documents or something to the effect that Captain
19 McVeigh brought it into his office and put it on
20 his desk and said, you know, you need to read
21 this or something like that.

22 Q Did -- did Dan Brown --

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1 A You know --

2 Q -- ask you --

3 A -- the only way that --

4 Q Sorry.

5 A -- Captain McVeigh could have received
6 those documents is through the Air Force OSI
7 agent because he couldn't have received them
8 otherwise at that point.

9 Later, I had sent an e-mail that had
10 the -- had part of the information from Office of
11 General Counsel that Amy felt was okay to share
12 via e-mail, but she requested at that time that
13 not the entirety of our e-mails be shared.

14 The entirety of the e-mails were
15 eventually obtained by Air Force OSI, and that
16 was somehow shared with Captain McVeigh. I know
17 this because the details he mentioned to Dan
18 Brown, he could only have received through that
19 channel.

20 Q Did Dan Brown ask you to provide
21 information from NSA OGC?

22 A Yes. That is one of the e-mails I was

1 referencing.

2 Q Okay. Did Captain McVeigh ever ask you
3 to provide e-mails from NSA OGC about how you
4 were avoiding a conflict of interest?

5 A I did not receive an e-mail from
6 Captain McVeigh.

7 Q Okay. Did you ever provide e-mails to
8 anybody at the Air Force, including Air Force
9 OSI? Did you ever provide those e-mails to
10 anybody there?

11 A To Air Force OSI?

12 Q To anybody at the Air Force.

13 A Air Force OSI, yes.

14 Q Okay.

15 A I had certain documents with me. I --
16 during the exit interview with the Air Force OSI
17 agent, he threatened me several times that I
18 could not leave the building until I gave him
19 those documents. And I repeated several times
20 that those documents are privileged information
21 between myself and NSA Office of General Counsel,
22 if he wanted a copy of them, he could request

Page 200

1 them, and I gave him the phone number.

2 He continued to threatened me, and I
3 eventually gave him those documents so I could
4 get out of the building.

5 Q Okay. Let's --

6 A I tend not to argue with a man that has
7 a gun.

8 Q Fair enough. It is Texas, though,
9 so -- that is a joke, for the record.

10 A It doesn't make me feel any better.

11 Q Fair enough. Let's back it up and talk
12 about -- in your initial disclosures, you
13 identify a man named Kevin Thomas. And I can --
14 we can go back to Exhibit --

15 A Kevin Thomas?

16 Q -- 6. I believe so. Thompson. Yeah,
17 Thomas. I'm showing the witness Exhibit 6, No.
18 16.

19 A Yes. Okay.

20 Q Who's that guy?

21 A Had some sort of deputy director role
22 at HNCO.

Page 201

1 Q Did you have any interactions with
2 Mr. Thomas?

3 A No, ma'am.

4 Q Okay. So is it fair to say you're not
5 in contact with him?

6 A Correct. Yes, ma'am.

7 Q Do you know what information, if any,
8 he has about your lawsuit?

9 A If he was working in HNCO, it is my
10 assumption that he, being in the chain of command
11 at HNCO, would have had access to the documents
12 provided by Air Force OSI or the documents,
13 rather, that Captain McVeigh was spreading around
14 the office.

15 Q You've never spoken to him about that,
16 though, correct?

17 A I have not.

18 Q Okay. Did Dan Brown tell you that
19 Mr. Thomas had access to any of your documents?

20 A I don't recall.

21 Q Moving on to No. 17, William Bridges.

22 A Same answer.

Page 202

1 Q Who is that guy?

2 A Same answer. I don't know.

3 Q You don't know? Okay.

4 A Deputy director role.

5 Q Fair to say you have never had any
6 contact with him?

7 A Yes, ma'am.

8 Q Do you have any firsthand knowledge
9 about what information he might know about you?

10 A Same answer as 16.

11 Q Which is?

12 A He had access to the same information.
13 He was in a deputy director role at HNCO. If
14 information was being shared around the office
15 via Captain McVeigh, he would have seen it.

16 Q You don't have any firsthand knowledge
17 of that, though, correct?

18 A No, ma'am.

19 Q Let's talk about Allen Rabayda.

20 A Yes, ma'am.

21 Q Who is he?

22 A Allen Rabayda worked at the

1 division-level office at -- in Washington.

2 Q Have you had any interactions with
3 Mr. Rabayda?

4 A I had maybe two.

5 Q When were they?

6 A They would have been during these --
7 these meetings.

8 Q And when you say these meetings --

9 A Sorry.

10 Q We talked about a lot of meetings
11 today, so --

12 A Sure. I don't recall whether or not he
13 was at the February meeting. I'm fairly certain,
14 though not absolutely certain, he was at the
15 August meeting.

16 Q The August 2020 meeting?

17 A Yes, ma'am.

18 Q Did you have any communication with him
19 on either of those occasions?

20 A We might have exchanged pleasantries.

21 Q Did you identify yourself as a private
22 contractor or a private consultant?

Page 204

1 A I did not identify myself other than --
2 as anything other than Dr. Roysdon or Paul
3 Roysdon.

4 Q And have you had any contact with
5 Mr. Rabayda since leaving your consulting role?

6 A No, ma'am.

7 Q Okay. You can put that to the side for
8 now. So let's go back to August 2020.

9 A Yes, ma'am.

10 Q Were you aware that, generally, until
11 this time, several Air Force employees were not
12 aware that you were a private consultant?

13 A No, ma'am.

14 Q Did you ever become aware of that?

15 A Only after the fact.

16 Q And when was that?

17 A Sometime between August 14th, 2020 and
18 today, or the filing of this document, the second
19 amendment -- amended complaint.

20 Q Okay.

21 A Sorry. Correct that. I was not aware
22 until we received discovery and I was reading

Page 205

1 e-mails.

2 Q Okay. So in this lawsuit is how you --

3 A Yes, ma'am.

4 Q -- became aware? Okay.

5 Is that concerning to you that most --
6 a good amount of Air Force employees did not know
7 how you were interact -- in what capacity you
8 were interacting with them in?

9 A I think, in hindsight, that is
10 concerning. That was really the duty of Dan
11 Brown to message that correctly. Again, I was
12 brought in as a subject matter expert to talk
13 about certain topics. Again, that is something
14 that Dan Brown should have done.

15 I think it would be odd for you to walk
16 into a room and say, hi, I'm Bob, I'm the
17 director of such and such, when everybody knows
18 that you are there to present on some topic. You
19 just introduce yourself as, hi, I'm Bob.

20 Q Is it your testimony you never
21 introduced yourself by any organizational
22 affiliation to HNCO employees?

Page 206

1 A I did not introduce myself as any sort
2 of affiliation.

3 Q And when I -- I guess let me clarify my
4 question.

5 A Yes, ma'am.

6 Q When I say affiliation, I mean, did you
7 ever identify yourself as either a consultant, a
8 GITI consultant, or an NSA employee to any HNCO
9 employee?

10 A No.

11 Q Okay.

12 A Not to my recollection. There were
13 times when Dan Brown wanted to use my -- loosely
14 use my affiliation with NSA, because NSA has, I
15 guess you could say, some gravitas, some impact,
16 that, you know, this is -- this information is
17 coming from an NSA-trained mathematician or an
18 NSA-trained exploit developer or something like
19 this.

20 Q Did you have any concerns about him
21 using your NSA affiliation to throw -- throw some
22 weight around at HNCO?

Page 207

1 A Yes. Because of the -- the definitions
2 and conversations I had with Amy, it was my
3 request to make sure that I was not introduced as
4 that person or representing that agency, because
5 I was not introduced -- I was not that person or
6 not representing that agency.

7 But that is no different than me being
8 introduced anywhere as, you know, Dr. Roysdon
9 versus Paul Roysdon. If somebody wants to use my
10 education as some form of way to convey subject
11 matter expertise or intelligence or stuff like
12 that, that is often what's used instead of just
13 calling me Paul.

14 Q I'm just using it out of respect,
15 but --

16 A Thank you.

17 Q So, you know, you said you requested
18 not to be introduced as an NSA employee.

19 Did I hear that correctly?

20 A Yes, ma'am.

21 Q When did you make that request?

22 A On several occasions.

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1 Q And who did you make that request to?

2 A Dan Brown.

3 Q Did he introduce you in meetings as an
4 NSA employee?

5 A I don't recall.

6 Q Okay.

7 A I think he often introduced me, as I
8 recall, as Dr. Roysdon. I'm fairly sensitive to
9 this because, in certain circles, especially for
10 leaders or program managers, it's kind of
11 bragging rights to say that you have some math
12 Ph.D. that works for you. I've heard this kind
13 of off the cuff in conversations in halls and
14 that sort of thing.

15 Some people may be very proud of that.
16 I find that to be challenging because they're
17 proud of the title and not necessarily -- not
18 necessarily the accomplishments.

19 Q In August of 2020, did you have any
20 communications with anybody about a potential
21 conflict of interest between your role as an NSA
22 employee and your consulting work?

Page 209

1 A I -- as I testified earlier, I had
2 frequent conversations with Amy.

3 Q In August of 2020?

4 A Yes. I spoke with her again in August
5 of 2020.

6 Q Okay.

7 A Absolutely.

8 Q What did you guys talk about?

9 A At that time -- at that time, my
10 position as a consultant was called into question
11 by Dan Brown and, subsequently, the Air Force OSI
12 agents, so I again had a conversation with Amy.

13 She at the time said, go ahead and
14 provide this part of the e-mails, but not this
15 other part -- at the moment, I don't remember
16 which parts those were -- and then to convey to
17 the Air Force OSI agent that if he wanted all of
18 the communications, he could request it from her.

19 I also asked and gave her full details
20 of the things that I'd been working on in the
21 last year, if I -- if there was any -- if I
22 should have any legal concerns, and she said

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1 based on the information that I provided her that
2 there -- there is, in her view, no legal
3 concerns.

4 Again, I was all throughout this trying
5 to make sure I was doing everything on the up and
6 up, doing things legally, within policy, et
7 cetera, because I very much did not want to -- to
8 do things, you know, below bar or do things
9 illegally. So my communications with her were to
10 confirm that everything was still -- still
11 correct.

12 Q In August of 2020, did you and Amy
13 discuss the behind-the-scenes piece again?

14 A Probably.

15 Q Was there -- was there any difference
16 in your understanding from March and April of
17 2019 to August of 2020 what was permissible?

18 A No. Everything remained the same.

19 Q Okay. And --

20 A And I was, again, double-checking that
21 I was still conducting myself appropriately. And
22 my job here was to try to develop new tools to

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1 protect the country -- being a loyal patriotic
2 American, that was my goal -- and to make sure
3 the country had the best tools available.

4 Q And then this whole situation starts
5 blowing up a little bit, right? Is that fair to
6 say?

7 A Yes, ma'am.

8 Q Okay. We're going to kind of dig into
9 each -- there's a lot of things that start
10 happening all at the same time, so we're going to
11 start digging into that.

12 A Sure.

13 Q If at any point you're not following
14 where I'm going, just say so.

15 A Okay.

16 Q So let's -- let's go with your debrief,
17 your readout with the OSI agent.

18 A Yes, ma'am.

19 Q I'll hand that back to you. Give me
20 one second.

21 So did the OSI agent contact you to do
22 your -- your readout?

Page 212

1 A Yes. He called me and asked me to meet
2 him at Lackland for a debrief.

3 Q Did you meet him that same day?

4 A Probably within a day or two. I don't
5 recall.

6 Q By the time -- and is it fair to call
7 him Agent Beall?

8 A Yes, ma'am.

9 Q Okay. Did you know who he was?

10 A No, ma'am.

11 Q Did you know who he was in August of
12 2020?

13 A No, ma'am. Sorry.

14 Q And did you know -- did you have any
15 information about his name --

16 A No, ma'am.

17 Q -- following that? Okay.

18 A Sorry.

19 Q No worries. Okay.

20 So, before this debrief, which I
21 believe the debrief itself is in here
22 somewhere -- give me a second -- at 53 -- before

Page 213

1 then, had you told anybody at the Air Force that
2 you were planning on leaving your NSA employee --
3 employment?

4 A No, ma'am.

5 Q Okay. In August of 2020, did you have
6 other career opportunities arise?

7 A In August of 2020?

8 Q Yes.

9 A Yes. I got a phone call from Leidos.

10 Q And about when was that phone call?

11 A As it happens, within a week of one of
12 these -- these conversations with this readout.

13 Q All right. So you're at the readout --

14 A Yes, ma'am.

15 Q -- at Lackland. Are you seated? What
16 room are you in?

17 Let me start there. What room are you
18 in at Lackland?

19 A I was brought in to a SCIF.

20 Q Okay. Was it just you and Agent Beall?

21 A Yes, ma'am.

22 Q All right. About how long was the

1 readout?

2 A Between a half hour and an hour.

3 Q Did you have any questions about the
4 parameters of being read out of the program?

5 A Yes.

6 Q What were those questions?

7 A I wanted to know why I was being read
8 out of the program.

9 Q And did Agent Beall give you an answer?

10 A He said he couldn't say.

11 Q Did you ask any other questions about
12 the parameters of your debrief?

13 A I am sure I asked other questions,
14 though I don't recall which questions they were.

15 Q Okay. Did you have any concerns about
16 continuing to develop technology that was in any
17 way related to the Fibonacci series?

18 A Can you refine your question?

19 Q I can. And here I can probably just
20 make it a little easier. If you want to go to
21 page 46.

22 A Okay.

1 Q And read this paragraph and then let me
2 know when you're ready.

3 A Which paragraph?

4 Q The top paragraph.

5 A Okay. Oh, yeah. So this is again
6 referencing unclassified mathematics.

7 Q Okay. So did you raise any concerns
8 about being able to continue working on
9 unclassified math?

10 A I was questioning him because he was
11 making statements that are completely unfounded,
12 saying that I could never do that sort of math
13 anywhere ever again or something to that extent,
14 which is -- people often make statements like
15 this when they don't have any clue what they're
16 talking about.

17 Q The SAP indoctrination, like,
18 debrief --

19 A Yes, ma'am.

20 Q -- usually has some pretty harsh
21 language about, you know, continuing to use
22 information or using it outside after you've been

1 debriefed, correct?

2 A Yes.

3 Q So was the information that Agent Beall
4 provided you beyond the scope of what was in the
5 debrief?

6 A Yes, ma'am.

7 Q Okay. How so?

8 A Again, stating that I couldn't use any
9 of those mathematics for anything or any time for
10 any purpose anywhere outside of that.

11 Q Okay.

12 A The mathematics were unclassified.
13 What makes something classified, again, to
14 clarify, is leveraging something that is
15 unclassified for a specific purpose or a specific
16 target. The readout was pertaining to the
17 program and the targets of that program.

18 So, for example, it has a program name.
19 The type of work they do in there is offensive or
20 defensive cyber, and they target specifically
21 China, Russia, Iran, whatever, whatever the
22 adversary is. So, of course, you're not going to

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1 then go out -- the essence of that readout is
2 that you're not going to develop the same sort of
3 software that you developed on the inside or the
4 same sort of specific -- specific algorithms.
5 But, again, there's nuance.

6 So if you were to say, I want to
7 develop a tool that attacks a specific program on
8 Windows 7 that's only used in country X, you
9 know, that is what's considered dirty knowledge,
10 but if that program does addition, 2 plus 2
11 equals 4, this is unclassified.

12 It would be foolish to say, oh, you
13 can't use 2 plus 2 equals 4 anywhere else for any
14 time for any purpose. The classification only
15 protects the fact that you use 2 plus 2 equals 4
16 as part of -- if you have to use it as part of
17 another program that seeks to gain access to or
18 leverage a vulnerability of a program specific to
19 a particular operating system.

20 Q Okay. In this paragraph, it says, "SA
21 Beall clarified that if there was precedent or
22 history from the NSA or his new employer, and his

1 continued work on some of these of topics were
2 reasonable extensions to previous work performed,
3 he would be allowed to continue those efforts."

4 A Yes, this is his statement.

5 Q Is that accurate?

6 A That's what he wrote. That's not what
7 he told me.

8 Q Okay. So he didn't provide that
9 clarification to you?

10 A No.

11 Q Did you understand that clarification,
12 though?

13 A I did not.

14 Q Okay.

15 A I understood it after the fact, yes.

16 Q Okay.

17 A I knew the statements he was making
18 were incorrect at the time.

19 Q Did you ask somebody else for
20 clarification on that issue?

21 A I didn't have to because I know how
22 classification works.

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1 Q Turning back to the first page, 45, the
2 bottom paragraph says, "Roysdon confirmed he had
3 accepted a position with a large government
4 contractor and has submitted his letter of
5 resignation to the NSA."

6 Is that accurate?

7 A Yes, ma'am.

8 Q Okay. So, by the time of this debrief,
9 you had your new position lined up?

10 A Yes, ma'am.

11 Q Okay. Moving up one paragraph -- I
12 don't know why I'm starting at the bottom, but
13 just go with it.

14 This talks about your program access
15 request, your PAR. Is it accurate to say there's
16 no connection, communication or information flow
17 that was occurring between procurement Fibonacci
18 and NSA?

19 A Correct.

20 Q And had you ever seen the justification
21 language used in your program access request?

22 A I don't recall.

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1 Q Have you seen it at any point?

2 A I don't recall.

3 Q Okay. Moving up two paragraphs to
4 that --

5 A Yes, ma'am.

6 Q -- one in the middle, this talks about
7 your communications with Amy from the NSA Office
8 of General Counsel, correct?

9 A Yes.

10 Q And it says you provided copies of your
11 e-mail correspondence, and you provided a printed
12 copy. And then it has attached e-mails, and the
13 attached e-mails are at Bates US 47 through --

14 A I think it's verbiage of provided -- he
15 threatened me and would not let me leave the
16 building.

17 Q -- through 52.

18 But you -- you did provide the e-mails
19 attached to this?

20 A He eventually obtained them, yes.

21 Q Okay. Okay. And when you say he
22 threatened you, I know earlier we mentioned the

1 gun. He did not threaten to use his firearm on
2 you, though, correct?

3 A No, but when somebody is standing there
4 very imposing with a firearm at their side, you
5 typically don't resist.

6 Q Were you --

7 A At least it's not my intuition to
8 resist.

9 Q Were you sitting or standing during the
10 meeting?

11 A At one point we were sitting, and
12 another point we were standing.

13 Q Okay. And you're in the SCIF, correct?

14 A Yes, ma'am.

15 Q Okay. Had you ever had any interaction
16 with Agent Beall before your -- your readout?

17 A No, ma'am.

18 Q Is there any information in this Form
19 40 that is inaccurate?

20 And I'll give you a chance to read it
21 if you need to read the whole thing.

22 A I've read it. I think his description

Page 222

1 of the events is his observation and his
2 description.

3 Q Okay. And when you say his description
4 of events, are you talking about the entire
5 document or a specific portion?

6 A I think there's a slightly different
7 pretense to the description throughout the
8 document, saying he obtained things, that I had
9 been informed of certain things, et cetera, but
10 it's throughout the document.

11 Q Is there any substantive inaccuracy in
12 the Form 40?

13 A So we've already discussed the second
14 to the last paragraph as being substantively --
15 substantively inaccurate and that he had informed
16 me or I was informed in such ways. That's not
17 entirely accurate.

18 I don't recall ever saying anything
19 about retaining my security clearance through
20 NSA. I was leaving NSA, so there's no way I
21 could retain my security clearance through NSA.

22 Q Okay. So you don't recall saying that?

1 A No.

2 Q Okay.

3 A And that would have been very clear to
4 me at the time.

5 Q Anything else?

6 A The next paragraph where I said --
7 where it says that I provided him copies of my
8 e-mail correspondence with Rivera, interpreted as
9 a tacit approval. I did not provide those
10 copies.

11 Q I'm sorry. What do you mean by that?

12 A I did not provide copies of my e-mail.
13 He took them away from me --

14 Q Okay. But --

15 A -- physically took them away from me.

16 Q You had -- just to be clear, you did
17 have printed copies of your e-mail correspondence
18 with Amy --

19 A I brought them --

20 Q -- Rivera?

21 A -- with me, yes.

22 Q Okay. And Agent Beall obtained them?

1 A Yes.

2 Q Okay. Anything else?

3 A I knew at the time very clearly -- he
4 says I did not recall who within the U.S. Air
5 Force proposed continued involvement with the
6 project, but the arrangement proposed was that he
7 consult as an independent entity to GITI.

8 I knew exactly who it was. It was Dan
9 Brown. I'm not sure why that's not there.

10 Q Did you tell him it was Dan Brown
11 that --

12 A Of course.

13 Q -- day?

14 A Absolutely.

15 Q All right. Anything else?

16 A The first paragraph. "He stated he was
17 encouraged by NSA leadership to present the
18 product to USAF to see if there was any interest
19 in developing it on their part."

20 I was encouraged by Todd Jaspers. Todd
21 Jaspers was not part of NSA leadership, and I
22 would have stated that at the time. That was

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1 well known. Todd Jaspers was actually still
2 involved with these projects at that time because
3 he was going to be the recipient in some sense.

4 Q Would you -- did you tell Agent Beall
5 it was Todd Jaspers instead of NSA leadership?

6 A I would have -- I would have said Todd
7 Jaspers, not NSA leadership.

8 Q Okay.

9 A I received approval from NSA
10 leadership, but, yeah, I guess I take issue with
11 that statement.

12 Q Okay. Anything else?

13 A No, ma'am.

14 Q Okay. And, again, not to beat a dead
15 horse, but is it accurate to say you were not
16 working on Fibonacci as an NSA employee?

17 A Yes, ma'am.

18 Q Okay.

19 A I was not.

20 Q Do you have access to your JADE
21 profile?

22 A My what?

Page 226

1 Q Your JADE profile, your Joint Access
2 Database Enterprise?

3 A I do not have access to a JADE profile.

4 Q Do you know whether or not you have a
5 JADE profile?

6 A I do not know.

7 Q Do you know what JADE is?

8 A I don't.

9 Q I guess I should have started with
10 that. My bad. Okay. After your -- actually,
11 okay. So you're in your debrief. There's a
12 scuffle, it sounds like, over some -- some
13 papers.

14 How do you get out of the room?

15 A I finally gave him the papers.

16 Q And then you left?

17 A And he escorted me out of the building.

18 Q Okay.

19 A But he would not let me leave until I
20 gave him the papers.

21 Q Understood. Did your consultant work
22 require you to have access to HNCO's building?

Page 227

1 A No.

2 Q Okay. After the debrief, what do you
3 do next?

4 A At the time, I went back to work.

5 Q To NSA?

6 A To NSA.

7 Q Did you have any further contact with
8 Agent Beall after your debrief on the 26th of
9 August?

10 A No, ma'am.

11 MS. SEEMAN: Okay. Okay. We'll just
12 mark this as 9. A copy for counsel.

13 (Deposition Exhibit Number 9 was
14 marked for identification.)

15 THE WITNESS: I think it should be
16 noted that we tried to access information about
17 Beall and the information he had. Apparently, he
18 died, and when he died, they deleted all of his
19 records.

20 BY MS. SEEMAN

21 Q So I'm going to direct your attention
22 to the middle e-mail on Exhibit 9. This is an

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1 e-mail from Agent Beall on Friday, August 28th,
2 2020 to Captain McVeigh, William Rowe and Richard
3 Ranft. Do you know Mr. Rowe or Mr. Ranft?

4 A I do not.

5 Q Okay. And in his e-mail, Agent Beall
6 says, "Roysdon sent me a message with another
7 person to talk to. I don't a duplicate effort
8 that the official might do. Can you please pass
9 this along to him or her?"

10 And then it says, "Guy's name is Todd
11 Jaspers."

12 So, based on this e-mail, do you recall
13 whether or not you had additional communications
14 with Agent Beall after your debrief?

15 A I don't recall.

16 Q Okay. You can move that to the side,
17 then.

18 Did you talk to anybody about -- other
19 than your attorneys about what happened at the
20 debrief?

21 A I talked with Todd about it, and I
22 talked with Dan Brown about it.

1 Q What did you tell -- let's start with
2 Todd Jaspers.

3 A That I'd been read out of this program,
4 didn't yet know why.

5 Q And Dan Brown?

6 A Same.

7 Q Read out and didn't know why?

8 A Brown did.

9 Q Brown knew why?

10 A Yes. He told me why.

11 Q What did he tell you?

12 A He told me that McVeigh got very upset
13 after the August 13th briefing -- he didn't say
14 who he was upset with -- that the programs, the
15 Fibonacci programs, were going to be canceled,
16 that he was apparently sharing a bunch of
17 information about me that only OSI Agent Beall
18 would have had access to. So I'm not sure how
19 McVeigh got access to that. And he was spreading
20 that around the office, and that is why I was
21 read out.

22 Q In the Form 40 that we've discussed, it

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1 mentions that you were going to be resigning from
2 the NSA, correct?

3 A Yes, ma'am.

4 Q Would you still be able to work on the
5 Fibonacci projects after leaving the NSA?

6 A Can you reask your question --

7 Q Yes. So --

8 A -- refine it?

9 Q So what I'm getting at is, you were
10 read into the program as an NSA employee,
11 correct? NSA has your security clearance.

12 A Okay. That -- those are different
13 things.

14 Q Okay.

15 A I was read into the program because I
16 had a clearance, a Top Secret SCI clearance. It
17 just so happened that NSA was the host, the
18 government agency that was hosting that
19 clearance.

20 Q Okay. Would you have -- you were going
21 to resign from NSA, correct?

22 A At this point, yes.

1 Q Okay.

2 A Not prior to this.

3 Q At this point, so you are going to
4 resign -- let me back up.

5 What do you mean by that? When did you
6 seek other employment?

7 MR. HENRY: Objection to form.

8 THE WITNESS: I didn't seek other
9 employment. It sought me.

10 BY MS. SEEMAN

11 Q Okay. When did it seek you?

12 A Sometime after August 13th.

13 Q And both --

14 A So the presentation was August 13th.
15 So, within a few days, I received a phone call
16 out of the blue. I was not seeking employment.

17 Within a few days, I was also told that
18 this program was going to be canceled -- Dan
19 Brown told me that -- and that I was going to be
20 terminated, and it was going to be within a few
21 days that I'd have to be read out. So, within
22 the span of a week, I had this information. The

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1 program was going to be canceled or was canceled.

2 I was going to be terminated.

3 I had already spent several years
4 working at NSA. I got a phone call on a Monday,
5 did two interviews throughout the week. I had an
6 offer on a Friday for a job at Leidos making
7 three times more than I was making at NSA. It
8 was an easy decision.

9 Q When you say the projects were going to
10 be canceled, all six of them?

11 A I don't think there were six at that
12 point.

13 Q Okay.

14 A I think there might have been three.

15 Q Are you aware of whether or not any of
16 the projects were put into actual use?

17 A No.

18 Q You're not aware?

19 A No, they were canceled. I think
20 they -- there was some parts of the program, as I
21 was told by Dan Brown, that maybe because they
22 were on contract with Kudu or Def-Logix, they

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1 continued for a short period of time, but they
2 were all ultimately canceled as far as I know.

3 Q Okay. And your only source for that
4 information is Dan Brown, correct?

5 A Yes, ma'am.

6 Q Okay. Did you ever request to meet
7 with anybody to discuss what happened at your OSI
8 debrief?

9 A Yeah. I requested to meet with Dan
10 Brown. He was told that he could not -- at some
11 point, he was told that I was being investigated
12 and he could not talk with me.

13 Q Did he tell you who he had spoken
14 with --

15 A No.

16 Q -- about you?

17 A No.

18 Q Is it fair to say you don't know if
19 that person was local to HNCO or a different
20 office?

21 A I don't know.

22 Q Okay. What, if anything, do you know

1 about HNCO's security inquiry?

2 At the time -- at the time, what did
3 you know about it? Let me --

4 A Okay.

5 Q -- start there.

6 A At the time, I had no information other
7 than Dan Brown saying I was -- I was being
8 investigated, and during the investigation, he
9 couldn't talk with me. He did on a couple of
10 occasions talk to Todd Jaspers, and Todd Jaspers
11 talked to me.

12 Q Okay. Is it fair to say that only
13 through discovery you know about HNCO's security
14 inquiry?

15 A Yes, ma'am.

16 Q Okay. As far as you are aware, no Air
17 Force inquiry determined you've committed any
18 misconduct, correct?

19 A Correct.

20 Q Okay.

21 A They, in fact, cleared me of
22 misconduct.

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1 Q Do you know the scope of those
2 inquiries or investigations?

3 A I don't. I know there's also an OPM
4 investigation into my clearance, and it came back
5 with no adverse findings.

6 Q You know, I was going to ask you about
7 that later, but what can you tell me about this
8 OPM thing?

9 MR. HENRY: Objection to form.

10 MS. SEEMAN: Fair enough.

11 THE WITNESS: I don't know much about
12 it --

13 MS. SEEMAN: Okay.

14 THE WITNESS: -- other than what I
15 found out through discovery. It seems that
16 several times, as I stated earlier in this
17 testimony, Captain McVeigh reached out to people
18 in leadership to have me debarred, effectively de
19 facto debarred from any sort of service, and each
20 time he pushed to leadership, they found no
21 grounds for the accusations and pushed back.

22

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1 BY MS. SEEMAN

2 Q Okay. So, OPM, what is that? Let's
3 start there.

4 A Office of Personnel Management.

5 Q Okay. Does OPM -- did they hold your
6 security clearance?

7 A I think -- they more or less oversee
8 the clearance.

9 Q Okay. Why would -- how did you learn
10 about any investigation at OPM into your
11 clearance?

12 A Sometime in 2022, we filed -- if I
13 recall correctly, we filed a FOIA, we meaning
14 Jason Wareham, my attorney, filed a FOIA for
15 information about the same time that we filed
16 the -- the whistleblower -- fraud, waste and
17 abuse whistleblower complaint.

18 Q To OIG?

19 A I believe so, yes.

20 Q Okay. Just a lot of offices --

21 A Yes, ma'am.

22 Q -- just to keep it straight.

1 And to your knowledge, there was
2 nothing derogatory about you in the OPM -- OPM
3 investigation?

4 A Correct.

5 Q Okay.

6 A It was clear through discovery that
7 Captain McVeigh had an agenda to destroy me.

8 Q Do you think he destroyed you?

9 A He absolutely destroyed my reputation,
10 yes, ma'am.

11 Q How so?

12 A So, in the example of HNCO, I cannot --
13 to this day, I still cannot present, like,
14 research with my name on it, as an example.

15 There are certain people at NSA that
16 got word through this investigation because they
17 were also involved in some of the projects or --
18 not the projects, but the people, and it has
19 destroyed my reputation as a subject matter
20 expert in this area with those members that -- at
21 NSA as well, up to and including things like --
22 and this is in the second amended complaint --

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1 when I built a cyber AI team at Leidos, I was
2 told by Dan Brown and Dan Brown also told Todd
3 Jaspers on several occasions that he wanted to
4 see the technology that we were building at
5 Leidos, the cyber AI technology, but stated
6 unequivocally that my name could not be
7 associated with that technology and that I could
8 not present that technology back -- back to HNCO
9 because, as he stated, my name had been dragged
10 through the mud. Then, if it would, it would, in
11 essence, void any project viability or contract
12 award.

13 Q Earlier, we talked about the NSA
14 limitations.

15 Do you remember one of them being that
16 GITI could not submit anything to HNCO that had
17 your name on it?

18 A Yes.

19 Q Okay. How is that different than the
20 situation you just described with Leidos?

21 A As Leidos, I'm now a Leidos employee,
22 at the time, a Leidos employee. Just having my

1 name affiliated with any sort of research, Dan
2 Brown said, would basically destroy the -- the
3 reputation of that -- that cyber capability
4 having potential for, like, a project award
5 within HNCO.

6 So we did present to HNCO on a couple
7 of occasions, and either Todd Jaspers presented
8 or one of my other subordinates presented.

9 Q Okay.

10 A And my name was removed from the slides
11 in the documentation.

12 Q Okay. We'll get into all of that a
13 little bit more, but I want to go back and talk
14 about your stop work order with GITI.

15 A Okay.

16 MR. GONZALEZ: Can we actually just
17 take a five-minute break real quick?

18 MS. SEEMAN: Yeah, absolutely.

19 MR. GONZALEZ: Is that okay?

20 THE WITNESS: Sure.

21 MR. HENRY: Sure.

22 MS. SEEMAN: Go off record.

1 (Recess 4:16 p.m. to 4:29 p.m.)

2 BY MS. SEEMAN

3 Q So, Dr. Roysdon, earlier you testified
4 that McVeigh was spreading information about you
5 around the office. Do you remember that?

6 A Yes, ma'am.

7 Q What office were you referring to?

8 A HNCO.

9 Q Are you aware of whether Captain
10 McVeigh spread your information outside of HNCO?

11 A No, ma'am.

12 Q Okay. Am I correct that Captain
13 McVeigh's spreading of information about you is
14 the factual basis for one of your Privacy Act
15 claims?

16 A Yes, ma'am.

17 Q To your knowledge, did anyone else
18 spread information about you around HNCO?

19 A No, ma'am.

20 Q To your knowledge, what information did
21 McVeigh spread that you believe was in violation
22 of the Privacy Act?

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1 A To my knowledge, the information that
2 he had, based on what Dan Brown told me, because
3 he had copies of the e-mails from Amy with the
4 NSA Office of General Counsel and other
5 privileged information that he had no business
6 having access to.

7 Q Okay. And when you say other
8 privileged information, what are you referring
9 to?

10 A Like a read-in or readout of -- a
11 read-in for programs that include personal
12 information or personal identifiable information,
13 PII, like a birth date, social security number,
14 address, things like this.

15 Q Are the documents you're referring to
16 the materials that were attached to the OSI Form
17 40 in Exhibit 7?

18 A Yes. Among others, yes.

19 Q Okay. What others that are not
20 attached?

21 A I don't know. This is information I
22 received from Dan Brown.

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1 Q Okay. I'll give you a chance to look
2 at that. So you don't -- other than the
3 attachments on Exhibit 7, the OSI Form 40, are
4 you aware of any other documents that --

5 A I --

6 Q Actually, let me -- let me back up.

7 When you're saying McVeigh's spreading
8 information about you around the office, are you
9 referring to just word of mouth information, or
10 are you referring to documents?

11 A Documents.

12 Q Okay. And your basis for that is Dan
13 Brown?

14 A Yes, ma'am.

15 Q Okay. For your Privacy Act claim that
16 relates to OSI and Captain McVeigh, am I correct
17 in understanding that the basis for that claim is
18 the OSI agent providing information to Captain
19 McVeigh?

20 A Yes, ma'am.

21 Q Okay. Is there anything else
22 factually -- I'm not asking for, like, a legal

1 conclusion, don't worry -- that you think
2 supports that Agent Beall sharing information
3 with Captain McVeigh is a violation of the
4 Privacy Act?

5 A It's my understanding that Captain
6 McVeigh showed documents to Dan Brown that I had
7 only shared with the Air Force OSI agent.

8 If the Air Force OSI agent is
9 conducting an investigation, he should not be
10 sharing sensitive information with other people
11 in that office, specifically attorney-client
12 privileged information.

13 Q And to be clear for the record, you're
14 referring to the NSA OGC e-mail correspondence,
15 correct?

16 A Correct.

17 Q Is there any other document you believe
18 was shared with Dan Brown about your -- your
19 debrief or an HNCO security inquiry or any other
20 situation?

21 A That's the only one that I remember.

22 Q Okay.

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1 A I recall Dan Brown saying that there
2 were several other documents. I don't know what
3 they are.

4 Q Okay.

5 A But that one stuck out because the only
6 way McVeigh could have had access to those
7 documents is if Air Force OSI shared those
8 documents with McVeigh.

9 Q Okay.

10 A It wasn't until later, so after -- that
11 is to say, after that phone call with Dan, Dan
12 Brown, that Dan asked me for a copy of those
13 documents because he wanted to compare them. I
14 then sent an e-mail to Dan Brown with those
15 documents.

16 Q Okay. And, I guess, just for the
17 record -- I don't know if I actually asked this
18 earlier -- Dan Brown, Captain McVeigh, Danny
19 Burghard, Colonel Ekholm, they're all Air Force
20 employees, correct?

21 A Yes, ma'am.

22 Q Okay. So --

1 A As far as I know.

2 Q Okay. At the time. Good clarifier.
3 At the time, were those four individuals Air
4 Force employees?

5 A Say again.

6 Q Captain McVeigh --

7 A Yes, ma'am.

8 Q -- Dan Brown, Danny Burghard, Colonel
9 Ekholm.

10 A Yes, ma'am.

11 Q Okay. So, earlier, you mentioned a
12 phone call with Dan Brown about Fibonacci being
13 canceled, and you also mentioned your contract
14 with GITI being canceled.

15 Do you remember that?

16 A Yes, ma'am.

17 Q Okay. Did you get a stop work order
18 before you were aware that your contract was
19 canceled?

20 A I got a stop work order at the same
21 time that I was informed that my contract was
22 canceled.

1 Q How --

2 A That is to say, Ted Oakley -- Ted
3 Oakley said that he heard from Dan Brown that the
4 program was canceled and that they needed to
5 issue a stop work, and I was to provide my time
6 card up -- with the hours up to the point of the
7 stop work.

8 Q Do you recall what date the stop work
9 order was issued?

10 A I don't recall.

11 Q Okay. How was the stop work order and
12 contract cancellation communicated to you?

13 A Phone call.

14 Q From Ted Oakley?

15 A Yes, ma'am.

16 Q Approximately how much money do you
17 think you lost from the contract cancellation?
18 And just -- just to make my question clear,
19 through the end of 2020.

20 A Yes, ma'am. Roughly 60,000.

21 Q And earlier you mentioned you were
22 making triple the salary at Leidos. Is that

1 triple your NSA salary?

2 A Yes, ma'am.

3 Q Okay. Approximately what was your
4 combined total salary in 2020? Or let's start in
5 2019.

6 A 2019. I don't recall.

7 Q And then your -- your income sources in
8 2019, though, just to be clear, were your NSA
9 employment and your consulting work, correct?

10 A Yes, ma'am.

11 Q Okay. And then, in 2020, your income
12 sources were the NSA employment?

13 A Yes, ma'am.

14 Q Consulting work?

15 A Yes, ma'am.

16 Q And then Leidos, correct?

17 A And then later Leidos, yes.

18 Q Okay. Did you have any gap in
19 employment from NSA to your transition to Leidos?

20 A No, ma'am.

21 Q Okay. Are you aware of whether or not
22 you made more money in 2020 than you did in 2019?

1 A I probably made more.

2 Q Okay. And then, in 2021, did you
3 continue to make more money?

4 A Yes, ma'am.

5 Q How about 2022?

6 A Yes, ma'am.

7 Q 2023?

8 A Yes, ma'am.

9 Q 2024?

10 A Yes, ma'am.

11 Q And I'm not going to ask 2025, because
12 I know you're back with the government, so -- and
13 we applaud your efforts. But -- so the choice --

14 A Efforts or dedication to service?

15 Q Both. Is it fair to say, in terms of
16 lost income, though, you were able to generally
17 recoup what you would have lost by taking the
18 Leidos position?

19 A Yes, that is one way you can look at
20 it. Yes.

21 Q Okay. All right. Let's talk a little
22 bit more about your time at Leidos. So, earlier,

1 you mentioned -- sorry.

2 A I think it's pertinent that I was no
3 longer able to do any of the consulting work that
4 I was previously doing.

5 Q Yes. And why is that?

6 A Because I had a damaged reputation with
7 HNCO.

8 Q Were you permitted as a Leidos employee
9 to bid on something that could have been
10 competitive with Leidos?

11 MR. HENRY: Objection to form.

12 THE WITNESS: First, I did not bid on
13 anything. I was working as a consultant to GITI.

14 Second, there is a form that you have
15 to fill out -- most companies have this and
16 Leidos did too -- where if you were doing
17 consulting work, you declare this at the time of
18 your offer, and you can negotiate with your
19 future employer whether or not you would continue
20 that under very strict circumstances.

21 So, for example, if I was to continue
22 doing the offensive cyber work for Air Force ON-

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1 -- Air Force HNCO, it is most likely that would
2 have been authorized for me to continue that work
3 provided that I was not doing any similar work at
4 Leidos. And at that time, I was not doing any
5 similar work. I was brought in to do other work.

6 So, yes, had that contract continued, I
7 possibly could have continued doing that work.
8 However, there was also this issue of the
9 clearance.

10 BY MS. SEEMAN

11 Q And when you resigned from NSA, did you
12 still retain a security clearance?

13 A My clearance is essentially put on
14 hold.

15 Q Okay. What does that mean, briefly?

16 A When you leave an agency like NSA or
17 CIA to go to industry, because you've been
18 granted a clearance -- and a clearance,
19 especially a clearance with a polygraph, is valid
20 for a certain period of time. Polygraphs,
21 depending on the type of work you're doing, will
22 be valid for, say, five years. I was working on

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1 exceptionally sensitive stuff. It's valid for
2 two years. So you have to, essentially, go
3 through another polygraph and another background
4 investigation.

5 My clearance had been valid. However,
6 you have a clearance at the -- by the pleasure of
7 the government. So I left government service.

8 Q So the government --

9 A I no longer had a need --

10 Q -- no longer --

11 A -- for a clearance --

12 Q -- pleased?

13 A That's just how it's stated.

14 Q Okay.

15 A My clearance was effectively put on a
16 freeze status until it's needed again.

17 So, when you go to a company like
18 Leidos, if they are working on a contract where
19 your clearance is needed, they put in a request
20 for the agency to host your clearance or sponsor
21 your clearance with Leidos as the kind of hosting
22 of that.

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1 Q A couple follow-ups on that. So, one,
2 GITI never hosted your security clearance,
3 correct?

4 A No, ma'am.

5 Q Okay. And then did Leidos end up
6 hosting a security clearance?

7 A Yes, ma'am.

8 Q Okay. Was it through a specific
9 agency?

10 A Yes, ma'am.

11 Q Which one?

12 A There were a few. DIA at one point.
13 NSA at another point.

14 Q Okay. After you were read out in
15 August of 2020, did you have any issues getting
16 read into other special access programs?

17 A No, ma'am.

18 Q Did -- so we talked a lot about Todd
19 Jaspers today, right? He was an NSA employee
20 when you first met him?

21 A Yes, ma'am.

22 Q Okay. Did he come over to Leidos?

1 A He did.

2 Q How did that happen?

3 A I think he talked about this during his
4 testimony. When I joined Leidos, soon after
5 joining, I was asked about some areas that I
6 thought Leidos could invest in that are emerging
7 areas.

8 I, at the time, was brought into Leidos
9 to oversee, as the chief solutions architect, the
10 AI -- sorry -- chief AI solutions architect,
11 oversee the AI architecture for a variety of
12 different programs, which I discussed earlier,
13 things like imagery or health records.

14 I mentioned in a -- in a classified
15 briefing that I think Leidos should invest in an
16 emerging field of cyber AI, that there were
17 others that were starting to invest in this as
18 well, and it would be beneficial for them to do.

19 They asked me to build a team that I
20 titled the cyber AI team, and as colleagues of
21 mine from the agencies reached out to me asking
22 what I was doing, I said, hey, I'm doing cool new

1 stuff in cyber AI. At one point, Todd Jaspers
2 asked if he could join my team.

3 Q Were --

4 A We scheduled an interview. We made him
5 an offer. He joined.

6 Q Were you his supervisor?

7 A Yes, ma'am.

8 Q Okay. Did --

9 A At Leidos --

10 Q Yes.

11 A -- specifically.

12 Q At Leidos. Did you do any of his
13 performance evals at Leidos?

14 A Yes, ma'am.

15 Q Do you have a current relationship with
16 Todd Jaspers?

17 A Not really, no.

18 Q Okay. Are you guys friends outside of
19 work?

20 A Yes, and we talk occasionally.

21 Q Okay. On the phone? Over e-mail?

22 A I think the last exchange I had with

1 him was via e-mail.

2 Q Okay. Did you talk about this lawsuit
3 with him?

4 A We did talk about this early on. He
5 actually encouraged me to file a lawsuit.

6 Q And did he say why?

7 A Yes, because this Captain McVeigh had
8 so thoroughly destroyed my reputation and made
9 false accusations that if I was ever to take a
10 political appointment, like Deputy Director of
11 National Intelligence, that it would be good to
12 clear my name or at least follow through with a
13 lawsuit, yes, to clear my name.

14 Q Did you have any difficulties obtaining
15 your current political appointment?

16 A No, ma'am.

17 Q Do you like working with Todd -- did
18 you like working with Todd Jaspers at Leidos?

19 A He's a good engineer.

20 Q Okay. Would you work with him again?

21 A Yes. He's a good engineer.

22 Q Do you have the capacity to -- again,

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1 not an accusation. Do you have the capacity to
2 steer any work to him?

3 A No.

4 Q Okay.

5 A Well, refine your question. What do
6 you mean by steer work to him?

7 Q In your -- in your current role, are
8 you able to be like, hey, I know a guy at Leidos,
9 he'd be really great for that?

10 A In my current role, no.

11 Q Okay. Are -- if Todd Jaspers called
12 you up and said, hey, I want to go work at ODNI
13 with you, do you have the capacity to offer him a
14 job?

15 A I could interview him --

16 Q Okay.

17 A -- and if he's qualified, I would offer
18 him a job --

19 Q Okay.

20 A -- if there was an appropriate job
21 available.

22 Q Overall, how would you describe your

1 time at Leidos?

2 A It was excellent.

3 Q You've mentioned a lot about your
4 reputation being dragged through the mud.

5 A Yes, ma'am.

6 Q When did you first think that there
7 was -- when did that first become an issue to
8 you?

9 A So there was some knowledge of this in
10 August when all of this kind of blew up, and then
11 I largely ignored it until winter or spring of
12 '21.

13 There was some communication through
14 Todd from Dan Brown that there was an
15 investigation ongoing. He still couldn't talk to
16 me. At the time, I didn't understand why he
17 wasn't responding to my phone calls or e-mails.
18 And --

19 Q Sorry to interrupt. At that time, was
20 Todd Jaspers still at NSA, or was he at Leidos?

21 A He was still at NSA.

22 Q Okay.

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1 A I'm fairly certain. Yeah, because he
2 didn't join until about 11 -- no, maybe 10 months
3 after I joined.

4 Q Okay. Earlier you also talked about
5 some presentations. So, generally, at Leidos,
6 did you give presentations to government
7 agencies?

8 A Often.

9 Q Which government agencies?

10 A We presented to Army, Army Futures
11 Command. I was involved in presentations or
12 helped architect presentations to, gosh, a number
13 of agencies. I think we presented to NGA at one
14 point. We were asked to present to NSA at one
15 point, different office. We were asked to
16 present to Air Force HNCO. We also presented to
17 Air Force DCGS.

18 Q Did you present to DARPA?

19 A I didn't personally present to DARPA,
20 no.

21 Q Okay. You mentioned HNCO.

22 A Uh-huh.

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1 Q Let's talk about that.

2 A Sure.

3 Q So you presented to HNCO?

4 A No.

5 Q Okay. Who did?

6 A My team did.

7 Q Okay.

8 A Todd Jaspers specifically and then
9 other members of the team. But I was told
10 that -- in advance that the presentation slides
11 that I had put together, my name had to be
12 removed from those slides and that any reference
13 to me could not be presented in that -- for
14 example, if they asked who the leadership was or
15 who was leading the research or et cetera, Todd
16 and my team members could not mention my name.

17 Q Okay. I'm going to go about this sort
18 of a roundabout way.

19 Okay. So you mentioned that you
20 believe you were debarred, correct?

21 A Yes, ma'am.

22 Q In what capacity do you believe you've

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1 been debarred, meaning contractor, subcontractor,
2 consultant?

3 A I've been debarred as anything
4 pertaining to my name, Dr. Paul Roysdon, whether
5 it's contractor Dr. Paul Roysdon, consultant
6 Dr. Paul Roysdon, or otherwise.

7 Q What date do you believe you were
8 constructively debarred?

9 A August 14th, 2020.

10 Q And why that date?

11 A That's when all of this blew up.

12 Q Okay. In your second amended
13 complaint, you say you continually sought to be
14 restored to HNC0.

15 A Yes, ma'am.

16 Q How did you seek to be restored to
17 HNC0?

18 A I asked Dan Brown a few times if -- if
19 I could present our new research at Leidos -- at
20 that time, I was at Leidos -- because the
21 capabilities we were developing would be very
22 interesting to his mission. In their mission,

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1 they serve -- just a little bit of background,
2 they serve, like, the special forces community,
3 so like Seal Team 6, those kinds of people, and
4 they needed certain capabilities. And we were
5 developing tools that would work kind of at the
6 front end of cyber offense and defense. He said
7 he couldn't talk to me about that.

8 Eventually, he reached out to Todd
9 Jaspers, eventually meaning a few months later,
10 saying that he had some money available, like
11 end-of-year money, and was interested in us
12 proposing projects, because he knew that I was
13 still involved and always appreciated the work
14 that I had done -- he's very complimentary -- but
15 again reminded him and reminded me that I could
16 not be present and it could not bear my name.

17 Q Okay.

18 A So I have been de facto debarred.

19 Q Did you ever try to talk to anybody in
20 HNCO's contracting office about this issue?

21 A I asked if I could present my case to
22 somebody else at HNCO, and Dan at one point

1 advised me, don't even bother.

2 Q And you took that advice?

3 A Yes, ma'am.

4 Q Okay. And so it's fair to say you've
5 never contracted -- never contacted a contracting
6 official?

7 A Correct, ma'am.

8 Q Okay. Other than Dan Brown, did you
9 ever talk to anybody at HNCO about being
10 constructively debarred?

11 A No, ma'am.

12 Q In your complaint, it says you sought
13 to be restored.

14 Did you seek to be restored as a
15 private consultant?

16 A I sought to be restored in that I just
17 wanted to clear my name. Whether or not I was
18 able to be a consultant didn't really matter.
19 Reputation in my -- my line of work is -- is very
20 important, and to have somebody continue to
21 perpetuate falsehoods will continue to damage my
22 reputation.

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1 So, even though, for example, this has
2 happened five years ago, there's still people
3 that hear my name and still think that I am some
4 sort of fraud or crackpot, even though I have
5 many people from the scientific community that
6 have read my papers and my patents and my books
7 and applauded me for my work, including the U.S.
8 government, where they also have seen the
9 capabilities of the stuff that I've invented and
10 have asked for access to it.

11 Q Okay. Just to follow up, you said
12 people. What people?

13 A So there are certain individuals in the
14 Air Force and certain individuals that they
15 communicated with at NSA that still believe these
16 falsehoods about me.

17 Q Okay. And who are those people?

18 A I can't remember names specifically.

19 Q Okay. And how do you -- how do you
20 know that they know anything about any of this?

21 A Through communication by -- or from
22 Todd and Dan Brown. There is a recent example in

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1 2023, during a presentation where I was
2 presenting. Todd was in the audience, and he was
3 sitting next to several folks from NSA who were
4 at that time unrelated to all of this. And they
5 were making derogatory remarks about my
6 presentation and who I was because of what they
7 had heard at NSA Texas through other people. So,
8 again, not only de facto debarment, but a
9 destruction of reputation that continues to
10 evolve over time.

11 Q You said derogatory remarks. Well,
12 actually, let me back up.

13 Do you know who any of these NSA people
14 were?

15 A Yes. I mean, I don't know them
16 personally. One of them oversees aspects of
17 operations. Another one oversees aspects of
18 what's called capabilities directorate. I can't
19 remember the names right now.

20 Q And did you hear any of these
21 statements yourself?

22 A No, but this was corroborated by other

1 colleagues of mine that were at the table.

2 Q Who?

3 A One of them was a subordinate that
4 worked for me at Leidos. Another one was a
5 friend.

6 Q Okay. Names?

7 A The individual at Leidos? I can't
8 remember which team member. I had several team
9 members. I can't remember which team member
10 specifically.

11 Q And then the friend?

12 A Same. It was another just kind of work
13 colleague.

14 Q Okay. So you don't remember either
15 person?

16 A It was not a subordinate.

17 Q Okay.

18 A They were obviously very upset by this
19 and opposed the comment, because they worked for
20 me and they saw my work.

21 Q Did they tell you whether or not they
22 said anything to your former colleagues?

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1 A They both said they said something.

2 Q Okay. And did they tell you what
3 response they got?

4 A I don't recall. Again, this
5 demonstrates lasting damage by one Captain
6 McVeigh, one person, with false allegations.

7 Q Is that your -- what's your basis for
8 that statement?

9 A Can you ask the question again?

10 Q Yeah. What is the basis for your
11 statement -- what I just -- your statement that
12 your reputation has been ruined?

13 A Or continues to be ruined?

14 Q Yes.

15 A Examples like this keep -- keep popping
16 up, where people that I don't know, have never
17 interacted with, somehow have heard through
18 someone else or this originated from Captain
19 McVeigh that I had -- or that I was some sort of
20 a crackpot or had unrealistic expectations or
21 capabilities or, you know, a number of things,
22 that I didn't know what I was talking about or

1 couldn't prove the results or whatever.

2 Q You keep using the phrase or the term
3 "crackpot."

4 A Yes.

5 Q Where did that come from? Not -- I'm
6 not asking for the origin of the linguistic term,
7 just to be clear. I'm asking, who -- who told
8 you that people were calling you a crackpot and
9 who was calling you a crackpot?

10 A Dan Brown said that Captain McVeigh
11 called me this several times.

12 Q Okay. Did anybody else other than Dan
13 Brown tell you?

14 A I have never heard this from anyone
15 else.

16 Q Okay. Has anybody told you that your
17 reputation is, in fact, ruined?

18 A That is difficult to answer, in that my
19 reputation in certain communities at this point
20 is ruined. I would not be able to -- without
21 some sort of restorative memo or something like
22 this from the U.S. government to HNCO, for

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1 example, would not have that reputation restored.
2 So, certainly, my reputation within HNCO is
3 ruined.

4 My reputation with certain individuals
5 at NSA is ruined as a result of this -- this
6 event with HNCO.

7 Outside of that community, I interact
8 with many communities in many disciplines. I
9 have, in fact, a very good reputation. I would
10 not be in the position I'm in now if I didn't
11 have a good reputation in many other communities.

12 Q So I'm just going to drill down a
13 little bit more, so -- but has anybody told you
14 that your reputation is ruined?

15 A Dan Brown told me this, yes.

16 Q Okay. Anybody other than Dan Brown?

17 A Todd Jaspers told me the same.

18 Q And Todd Jaspers knows because Dan
19 Brown told him?

20 A Well, Todd Jaspers also worked with the
21 HNCO office as an NSA employee.

22 Q You read his transcript, though, yeah?

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1 A Yes, ma'am.

2 Q Did he say that he had any personal
3 interaction with Captain McVeigh?

4 A I don't recall.

5 Q Okay. Other than those two
6 individuals --

7 A Yes, ma'am.

8 Q -- has anybody ever told you that your
9 reputation is ruined because of the events that
10 happened at HNCO?

11 A No, ma'am.

12 Q Okay. Has anybody told you that they
13 did not want to work with you because of the
14 events that happened at HNCO?

15 A Told me face to face that they did not
16 want to work with me?

17 Q Let's start with that.

18 A No.

19 Q Okay. Face to face implies there's a
20 behind your back, so I'm going to ask: Has
21 anybody said that they would not work with you to
22 somebody else, and you found out about it?

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1 A Yes. I've heard that through Dan Brown
2 and Todd Jaspers, but that has not prevented many
3 other people seeking to work with me because of
4 my --

5 Q Okay.

6 A -- otherwise good reputation in many
7 other areas.

8 Q Okay.

9 A When I say seeking, these people are
10 willing to leave their current jobs to go join me
11 in another job, because I treat people well. I
12 elevate their ability professionally. In many of
13 these people's lives, I've been able to grow them
14 as individuals and as professionals and teach
15 them things that they didn't know were possible,
16 and so they've trusted me with their livelihoods
17 to move from one organization to another because
18 they wanted to work with me.

19 Q And --

20 A It's only this unique circumstance
21 where there are people within HNCO or within Air
22 Force Cyber, specifically the cyber AI community,

1 that don't want to work with me.

2 Q So who specifically at HNCO do you
3 think does not want to work with you?

4 A I don't know.

5 Q Okay. Has anyone -- actually, I want
6 to ask this first: You, at Leidos -- not to, you
7 know, gas you up, but you basically created an
8 entire cyber AI portfolio for them, correct?

9 A Yes, ma'am.

10 Q And you developed that entire -- you
11 were the leader of that, correct?

12 A Yes, ma'am.

13 Q Is it fair to call you an industry
14 leader in cyber AI?

15 A Yes, ma'am.

16 Q Okay. Has anyone told you that they
17 couldn't work on a project because of the HNCO
18 security inquiry?

19 A Can you refine that?

20 Q What part don't you understand?

21 A Has anybody told me that they couldn't
22 work on a project because of the HNCO --

1 Q Yes.

2 A -- security investigation?

3 Q Yeah.

4 MR. GONZALEZ: With you.

5 MS. SEEMAN: Other --

6 MR. HENRY: With you.

7 BY MS. SEEMAN

8 Q With you.

9 A I have not had anybody tell me that
10 they could not work with me because of the
11 investigation.

12 Q Okay. And --

13 A Aside from Dan Brown.

14 Q Naturally. To your knowledge, did the
15 HNCO security inquiry cause anyone to view you
16 negatively?

17 A Yes. I mean, there's several people in
18 that office as well as several people that were
19 affiliated with that office at NSA.

20 Q Okay.

21 A Strictly because there was an
22 investigation, there's -- oddly enough, as soon

1 as an investigation is launched, there's this
2 assumption of fault instead of assumption of
3 innocence.

4 Q In this inquiry, though, you weren't
5 found to have done anything wrong, though,
6 correct?

7 A That's correct.

8 Q Okay.

9 A Part of the request that I have as part
10 of this lawsuit is to have the government state
11 that there was an investigation, no fault was
12 found, and issue that to an office like HNCO so
13 that those people that made this assumption that
14 I -- because I was under investigation did
15 something wrong, they don't find out, as Dan
16 Brown did not find out, what the -- what the
17 conclusion of an investigation is. They just
18 hear there's an investigation, so, therefore,
19 they assume there's fault. I think it's probably
20 good practice by the U.S. government that if
21 other people are aware of this, they are later
22 told, yes, there was an investigation. However,

1 no fault was found. There -- you know,
2 therefore, it would somewhat prevent the -- what
3 we call rumint, that, obviously, there was
4 something that I did wrong because there is an
5 investigation, or at least stop the rumint.

6 Q Who, to your knowledge, believes you
7 have a bad reputation?

8 A I don't know. Outside of Dan Brown,
9 maybe Allen Rabayda. The other people involved
10 in our document that are -- the second amended
11 complaint. Danny Burghard, Allen Rabayda,
12 Captain McVeigh, certainly, et cetera.

13 Q Did you -- I know you said you were
14 briefed on Danny Burghard's deposition testimony.
15 You didn't read it?

16 A No. I was briefed on it.

17 Q Okay. Would it surprise you --

18 A I'm sorry. I did read part of it.

19 Q Okay. Would it surprise you to learn
20 that he testified he would welcome the
21 opportunity to work with you again?

22 A That does surprise me.

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1 Q Why?

2 A Because that is not what I've heard
3 over and over again for many years, so, yes, it
4 surprises me.

5 Q And when you say what you've heard over
6 and over again, the source of that information is
7 Dan Brown, correct?

8 A Dan Brown or Todd Jaspers, yes --

9 Q Okay.

10 A -- based on what they heard in that
11 office in Texas. I think -- I think most people
12 are reasonable, and if there's an investigation
13 and he was privy to the results of that
14 investigation and found that there were no -- no
15 derogatory findings, a reasonable person would,
16 of course, you know, welcome an opportunity to
17 work with somebody that's an expert in their
18 field and not hold anything against them and may
19 actually in some cases go out of their way to try
20 to, you know, broker a conversation.

21 Q Do you -- what's your factual basis for
22 the belief that Danny Burghard thinks that you

1 have a bad reputation?

2 A Because of the e-mails that I saw
3 from -- from our discovery process originating
4 from Captain McVeigh to Danny Burghard.

5 Q Okay. And is there anything else?

6 A Aside from comments from the
7 individuals I've already mentioned, no.

8 Q Okay. What's the factual basis for
9 your belief that Allen Rabayda thinks you have a
10 bad reputation?

11 A Same.

12 Q Okay. So was Allen Rabayda included in
13 any of the security inquiry?

14 MR. HENRY: Objection. Form.

15 THE WITNESS: I don't know.

16 MS. SEEMAN: Okay.

17 THE WITNESS: I imagine he may have
18 been, since he was the deputy for Danny Burghard.
19 BY MS. SEEMAN

20 Q But you don't have any personal,
21 independent knowledge?

22 A I don't know.

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1 Q Okay. Do you think that Colonel Ekholm
2 believes you have a bad reputation?

3 A I don't know.

4 Q Okay. And how about --

5 A Did he testify otherwise?

6 Q Not to my knowledge.

7 A Okay.

8 Q And then, for Captain McVeigh, do you
9 think that he believes you have a bad reputation?

10 A I think Captain McVeigh is the type of
11 person that holds a grudge against people, and
12 whether or not somebody has a bad reputation in
13 his view is kind of irrelevant to how he
14 operates.

15 His kind of MO, modus operandi, is
16 entirely self-seeking. The document that he
17 filled out for Air Force OSI is replete with
18 examples of self-seeking behavior. I don't think
19 he necessarily has the capacity to think
20 otherwise.

21 Q And just to clarify for you, he didn't
22 fill out a document for OSI. He filled one out

1 for HNCO, but --

2 A Okay.

3 Q -- just -- just to --

4 A Thank you for the clarification.

5 Q -- clean that up.

6 For the -- for the reputation piece,
7 though, with respect to McVeigh, is it that your
8 reputation as far as like your skills go is in
9 question, or is it your reputation with respect
10 to, like, security practices is in question?

11 A With -- with regard to Captain McVeigh?

12 Q Yes.

13 A I don't know.

14 Q Okay. And I guess, generally, when you
15 say your repu- -- oh, my God -- reputation was
16 ruined, is it -- what part of your -- is it your
17 entire reputation, or is it like everybody knows
18 you've got the skills but there's something else
19 missing, or what part of your repu- -- what part
20 of your reputation was ruined?

21 A Damage of reputation has a different
22 meaning to different people depending on their

1 position. In some cases, the damage to
2 reputation in folks that I've talked with is the
3 damage based on your ability to retain state
4 secrets and retain classified information and not
5 to disclose that or, you know, not get afoul of
6 security practices, et cetera.

7 Others, a damage of reputation really
8 comes down to the technical abilities of the
9 individual, that they can do what they say they
10 can do or they can derive, in my case, the
11 mathematics and prove that the mathematics work
12 on particular programs. I've had people question
13 both.

14 And in the few opportunities where
15 people have questioned that and talked to me
16 about it, if it's a security issue, I've just
17 provide kind of evidence that I continue to be a,
18 you know, upstanding individual and patriotic
19 American that has a Top Secret SCI clearance.
20 I've never violated my -- my duties as somebody
21 with a clearance by disclosing classified
22 information or running afoul of any of the

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1 security policies. And then, if I ever had any
2 concerns, I've always reached out to Office of
3 General Counsel to get guidance to make sure that
4 I didn't.

5 With regard to my technical acumen, if
6 somebody questioned whether or not something was
7 technically accurate, often it's as simple as
8 walking them through an example. Maybe it's a
9 math derivation or proof to show them step by
10 step, here's what I believe, and this is why.
11 Yes, you can just look at the conclusion, or you
12 can go through the entire derivation and here's
13 all the supporting evidence.

14 Often what I'll say is, you know, you
15 don't have to believe Paul Roysdon. Here are the
16 other references or citations that support this
17 theory or support elements of the derivations to
18 arrive at what is called new math. You asked
19 about this question of new math earlier, and
20 often new math is something that is created from
21 derivations of prior known knowledge.

22 Q Okay.

1 A And so, if somebody questions a
2 technical reputation, it often comes down to that
3 or -- or providing, you know, evidence that, you
4 know, you have coding examples that actually
5 work.

6 Q Okay.

7 A So things like this.

8 Q So when you say your reputation was
9 ruined, are you referring to the security part of
10 your representation -- oh, my God, I cannot --
11 reputation or the technical aspect of your
12 reputation?

13 A Again, I think it means something
14 different to different people.

15 Q What does it mean to you, though?

16 A To me, it means both.

17 Q Okay. And --

18 A Some people viewed me as being a
19 potential security violation or a security
20 threat, as like an insider -- as in an insider
21 threat. Other people viewed me as being
22 technically incompetent. So this -- this comment

1 from Captain McVeigh where he said both an
2 insider threat and a crackpot, his description of
3 a crackpot, at least to Dan Brown, was that,
4 technically, I had no idea what I was doing and
5 that I was an insider threat.

6 Q Other than what Dan Brown relayed to
7 you about Captain McVeigh, who else do you
8 believe regarded you as having a ruined
9 reputation at HNCO?

10 A Todd Jaspers.

11 Q Okay. And then in the wider community
12 outside of HNCO, did you believe your reputation
13 had been ruined?

14 A Yes, within certain aspects of NSA.

15 Q Okay.

16 A I recognize that at the moment this
17 sounds like it is a very small community, and it
18 is indeed within cyber AI a very small community.
19 This is not like the car example that I gave
20 earlier, where most people know what cars are.
21 There are tens of thousands of car engineers or
22 automotive engineers. It's a very large area.

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1 This is a very nascent area, so to have your
2 reputation destroyed in a very small area is a
3 bigger deal, being kind of a big fish in a small
4 pond, than being a big fish in an ocean of big
5 fishes. Big fish.

6 Q So you've mentioned this presentation
7 issue at HNCO, correct?

8 A Yes, ma'am.

9 Q Okay.

10 A Which one?

11 Q I was -- we're going to get to that.
12 Thanks for asking.

13 So about when -- you said Dan Brown
14 contacted you. How -- and you said, for a while,
15 he was sort of ducking your calls, correct?

16 A Can you orient --

17 MR. HENRY: Objection to form.

18 THE WITNESS: Can you orient me,
19 timeline?

20 BY MS. SEEMAN

21 Q Yes. You leave HNCO -- or you leave
22 your consulting job. You leave the NSA. You're

1 at Leidos. When does Dan Brown reengage with
2 you?

3 A He did not reengage with me directly.
4 He reengaged with Todd Jaspers, because at the
5 time, Todd Jaspers had come to work with Leidos.

6 Q Okay.

7 A Nice note.

8 MS. SEEMAN: Thank you. So I'm going
9 to just -- I'm going to just hand you -- I made a
10 list -- sorry -- what we'll mark as Exhibit 10
11 and 11. So this will be 10. A copy to counsel.

12 (Deposition Exhibit Number 10 was
13 marked for identification.)

14 THE WITNESS: Thank you. Oh, yes.

15 MS. SEEMAN: And then I'll just go
16 ahead and just mark 11 before. And a copy to
17 counsel.

18 (Deposition Exhibit Number 11 was
19 marked for identification.)

20 BY MS. SEEMAN

21 Q All right. So what -- let's start with
22 10. What is Exhibit 10? And for the record,

1 it's US Bates 303.

2 A Exhibit 10 is a Microsoft Teams
3 meeting. This would be something like an
4 invitation with an agenda to introduce -- to talk
5 about certain topics that Leidos was doing
6 research on.

7 Q Okay. Are you -- you were listed as
8 one of the recipients of this invitation,
9 correct?

10 A I was.

11 Q Did you attend this meeting?

12 A No.

13 Q Why not?

14 A I was asked not to attend. So what my
15 subordinate did here, Todd Jaspers, is included
16 me for reference, just for my awareness, I guess
17 you could say, but I was asked by Dan Brown not
18 to attend.

19 Q Okay. To your knowledge, are the
20 people listed here the entire list of invitees to
21 the meeting?

22 A I don't know.

1 Q Okay.

2 A Often what happens --

3 Q That's fine.

4 A -- with meetings like these is you
5 start out with an initial Teams meeting
6 announcement, and it is forwarded on to other
7 people.

8 Q Okay.

9 A So I would have no knowledge of that
10 since I'm not the originator of this meeting
11 invite.

12 Q Do -- there's a handful of Leidos
13 people on this e-mail.

14 A Yes, ma'am.

15 Q But for the Air Force Life Cycle
16 Management group, do you know Denise Berger?

17 A I do not.

18 Q How about Trevon Carter?

19 A No, ma'am.

20 Q And Duc Pham?

21 A No, ma'am.

22 Q Okay. Do you have any reason to

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1 believe that any of these three individuals knew
2 anything about any of your history at HNCO?

3 A I have no idea.

4 Q Okay. And then looking at 11 --

5 A I think most people that would have
6 seen this meeting announcement probably, as most
7 people do, they only see the first two or three
8 lines, because that's usually how it appears in
9 Microsoft Office.

10 Most people do not open the meeting
11 announcement and print out like you did here to
12 be able to see what is left on the announcement.
13 So, even if they did know me, they probably would
14 not have seen my name because it was buried down
15 at the bottom.

16 Q They could always check the list of
17 attendees, though, correct?

18 A They could have --

19 Q Okay.

20 A -- but most people don't do this.

21 Q Okay. All right. So moving on to

22 11 --

1 A Yes, ma'am.

2 Q -- this -- what is -- what is Exhibit
3 11? And for the record, it's US Bates 331.

4 A This is another presentation
5 announcement.

6 Q And did you attend this presentation?

7 A No, ma'am.

8 Q Okay. Do you recognize any of the HNCO
9 names in the to column? Actually, let me back
10 up. Let's just go Air Force, and we'll go one by
11 one.

12 A Okay.

13 Q So, Donald Francisco?

14 A No, ma'am.

15 Q Kevin Ratuiste?

16 A No, ma'am.

17 Q Brock Patnode?

18 A No, ma'am.

19 Q The next one looks like it might be an
20 NSA e-mail. Brian Sheridan?

21 A No, ma'am.

22 Q Thomas Mendez?

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1 A NCSC. No, ma'am.

2 Q Tajh Smith?

3 A No, ma'am.

4 Q Steven Guitron?

5 A No, ma'am.

6 Q Julio Guerrero?

7 A No, ma'am.

8 Q Obviously, Dan Brown.

9 A Yes, ma'am.

10 Q Captain James Gan?

11 A No, ma'am.

12 Q And then this looks like a civilian.

13 John Hollenbeck?

14 A I know this name. He's U.S. Army.

15 Q Okay.

16 A He's not Air Force.

17 Q And I just want to go back to one name.

18 So you don't know who Julio Guerrero is?

19 A No, ma'am.

20 Q Okay. And you said you -- you didn't
21 attend this meeting?

22 A No, ma'am.

1 Q Okay. You were at Dan Brown's
2 deposition?

3 A Yes, ma'am.

4 Q Okay. He testified that you did attend
5 a meeting?

6 A Yes, ma'am.

7 Q Did you --

8 A He did.

9 Q -- attend a meeting that isn't one of
10 these two meetings?

11 A No, I did not attend these meetings.

12 Q Okay.

13 A This question was also asked of Todd
14 Jaspers, and he confirmed in his testimony that I
15 was not at these meetings at the request of Dan
16 Brown. It is my assessment that Dan Brown lied
17 during that --

18 Q Okay.

19 A -- part of the testimony. Or let me
20 say it this way: Dan Brown didn't correctly
21 remember who attended at that testimony. I don't
22 want to make the indication that he lied. I

1 don't know that.

2 Q Fair enough.

3 A Or accusation. I don't want to make
4 that accusation.

5 Q That's fair. Did Leidos end up getting
6 a contract out of these presentations?

7 A No.

8 Q Okay. Do you know why?

9 A It would be speculative. No.

10 Q Okay. It wouldn't have anything to do
11 with your position at Leidos, though, correct?

12 A No. What Dan Brown testified to --

13 Q I just want to know what you know,
14 though, right now.

15 A I don't know.

16 Q Okay. Outside of these two
17 presentations, were there any other presentations
18 at HNCO that you did not attend that you wanted
19 to attend?

20 A I don't recall. There were several
21 communications, and there were several kind of
22 sprint exercises to put together, like, a bid

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1 based on Dan Brown's requirements, but I don't
2 recall.

3 Q Okay.

4 A At this point, basically everything had
5 to be handled by Todd Jaspers. I was -- I was
6 asked to not participate. And my leadership
7 was -- was fine with that. I informed them that
8 there was an ongoing litigation.

9 And they said that this actually does
10 happen. It's not -- it's are not unusual to have
11 a situation where, in their case, like a Leidos
12 employee could not present in front of a
13 government employee for fear of, you know,
14 reputational harm to Leidos.

15 So they said, you know, no problem,
16 it's not going to look poorly on me as an
17 individual or leader at Leidos. As long as Todd
18 Jaspers was equipped to do the presentation on my
19 behalf, they didn't see any issue with it.

20 Q And do you believe Todd Jaspers was
21 equipped to do the presentations?

22 A Mostly, yes. Todd does not have the

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1 background that I have, so he -- as I said
2 before, he is a -- he's a very good engineer. He
3 is excellent when it comes to cyber operations,
4 and he has very good intuition. His depth of
5 knowledge in AI is not as strong as mine is, but
6 I believe that he did a good job representing the
7 research.

8 Q Part of your second amended complaint
9 says that you're not allowed to enter HNCO
10 spaces. Is that accurate?

11 A Yes, ma'am.

12 Q What -- what need do you have to enter
13 HNCO spaces?

14 A I currently have no need.

15 MS. SEEMAN: Okay. Let's mark this as
16 12. A copy to counsel. I don't know why this
17 doesn't have the Bates numbers, either, but it's
18 from your production.

19 (Deposition Exhibit Number 12 was
20 marked for identification.)

21 BY MS. SEEMAN

22 Q So what is Exhibit 12, Dr. Roysdon?

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1 A This is a document that I presented
2 to -- first to the general counsel at Leidos,
3 asking for his -- his advice, and then I later
4 provided this to the CTO and then my -- my direct
5 superior at Leidos.

6 The -- the event that kind of
7 instigated this -- this is really part of an
8 e-mail -- was the possibility of doing some work
9 for HNCO, and I needed to somehow convey to my
10 leadership that I could not represent Leidos to
11 HNCO. And they needed to have some details, so
12 my attorney helped me draft this -- this document
13 to present to them.

14 Q And just for the record, your attorney
15 is Jason Wareham?

16 A Yes, ma'am.

17 Q Okay.

18 A As well as the gentleman that's sitting
19 next to me, but it is Jason Wareham that helped
20 me.

21 Q Mr. Lance Henry.

22 MR. HENRY: His lesser looking

1 attorney, Jason Wareham.

2 BY MS. SEEMAN

3 Q So when did you sign this?

4 A I don't recall the date.

5 Q Okay. Do you know if it would have
6 been -- actually, let me --

7 A I'm guessing this would have been
8 around somewhere in 2023, because that -- the
9 last paragraph on the first page says that I'm
10 currently fighting a two-year legal battle, so
11 that would put it somewhere in 2022 to 2023 time
12 frame.

13 Q Okay. And you mentioned some people
14 you provided it to. So is one Jim Carlini?

15 A Yes, ma'am. That's the CTO of Leidos,
16 chief technical officer at Leidos.

17 Q How would you -- do you have a current
18 relationship with Mr. Carlini?

19 A I do.

20 Q How would you describe that
21 relationship?

22 A He is now a colleague. Since our --

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1 our relationship has changed now that I work for
2 the government again. He is a colleague.

3 Q Have you talked to him about your
4 lawsuit other than in this memo?

5 A No, ma'am.

6 Q Did he say anything to you after
7 receiving this memo?

8 A He said that I should provide this to
9 my direct superior, Ron Keesing.

10 Q Okay. Let's go to Ron Keesing.

11 A Okay.

12 Q So he's your direct superior. What was
13 his title?

14 A At this time? I don't -- his title
15 changed three or four times, so I can't quite
16 remember.

17 Q Was he always your superior?

18 A Yes, ma'am.

19 Q Okay.

20 A Well, for a short period, he was not.
21 Yeah, a very short period.

22 Q Do you have a current relationship with

1 Mr. Keesing?

2 A Keesing, yes, ma'am.

3 Q How would you describe that
4 relationship?

5 A Same as the relationship with Jim
6 Carlini. He's a colleague now.

7 Q Have you spoken with Mr. Keesing about
8 your lawsuit?

9 A No, ma'am. Aside from this document,
10 no.

11 Q Did he have any questions for you after
12 he received this document?

13 A No. It was he that stated that these
14 sort of things are somewhat common and that it
15 was not going to be a problem. It had no bearing
16 on my position at Leidos and that we would -- we,
17 meaning he and others, would help deconflict so
18 that Leidos and I could be successful.

19 Q So --

20 A He was, in fact, very supportive.

21 Q He didn't have any issues?

22 A No, ma'am.

1 Q Okay. Did you give this Exhibit 12
2 memo to Jerry Howe?

3 A Yes, ma'am.

4 Q Who is Jerry Howe?

5 A General counsel at Leidos.

6 Q Is that still his current position?

7 A He is now retired.

8 Q Okay. Do you have any current
9 relationship with Mr. Howe?

10 A Yes, ma'am.

11 Q How would you describe it?

12 A Just colleague.

13 Q Do you interact with him at all?

14 A Yes, ma'am.

15 Q How frequently?

16 A Maybe a text or a phone call every
17 couple of months.

18 Q Have you talked to him about this
19 lawsuit?

20 A Not since this document.

21 Q Okay. When you gave him this document,
22 did he have any questions for you?

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1 A He might have had some -- some general
2 questions. He asked how he could help. In fact,
3 they all asked how they could help. They're all
4 incredible professionals. Like I said, my time
5 at Leidos was a great. That was my comment
6 earlier. It was great. It was a great company
7 with many great individuals. These three are
8 excellent individuals.

9 He offered to help, if there's any way
10 he could help, and I said, thank you, I have a
11 team of attorneys that I'm working with.

12 Q I don't want to spend too, too much
13 time on this memo, but is it fair to say that
14 this memo came after you had filed your lawsuit
15 in federal court?

16 A Yes, ma'am.

17 Q Okay. And in the second paragraph, it
18 says, "In 2018, by recommendation of a
19 high-ranking officer at NSA, I was hired as a
20 CyberAI consultant to AFCYBER HNCO."

21 A Yes, ma'am.

22 Q Is the 2018 date accurate?

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1 A Typo.

2 Q Okay. And it says by recommendation of
3 a high-ranking officer at NSA. Who is that in
4 reference to?

5 A Todd Jaspers.

6 Q And just to be clear, you were not
7 hired to work at HNC0, correct?

8 A Correct. I --

9 Q Okay.

10 A -- could have been more careful with my
11 language here.

12 Q No worries. I'm just trying to make
13 sure that the record's clear.

14 This -- at the end of that paragraph,
15 it says, "With these initial results I proposed 4
16 projects to Danny Burghard, all of which were
17 subsequently funded, and I guided the
18 implementation using my code by Kudu,
19 Cynnovative, Def-Logix, and GITI."

20 So did you present your projects to
21 Danny?

22 A No. Again, this -- I could have been

1 more careful here. What I should have said is
2 Dan Brown. I think the reason at the time they
3 were mentioning Danny Burghard is because he was
4 the HNCO chief, so if I was going to have
5 interactions as a vice president at Leidos, it
6 might be at that chief level.

7 So this is part of trying to convey
8 kind of a level to level, you know, equal or
9 peers, you know, outlining of potential issue, so
10 if I was asked by Leidos to go present again,
11 that the issue might be at that level and below.
12 That's the only reason this is mentioned here.

13 Q Okay. And then when you call
14 Mr. Burghard HNCO chief, do you know that to be
15 an accurate representation of his title?

16 A I don't know his exact title.

17 Q Okay. And do you know --

18 A I still don't know his exact title.

19 Q Do you know what SAF/AQL is?

20 A What?

21 Q SAF, S-A-F, AQL?

22 A No, I don't.

1 Q Okay. So you have no awareness of if
2 Danny Burghard works there?

3 A I don't even know what it is.

4 Q Okay.

5 A No.

6 Q Let's see. Next paragraph starts with
7 "During my AFCYBER employment."

8 And, again, you were never employed by
9 the Air Force?

10 A Yes, ma'am.

11 Q Okay.

12 A What I was trying to do with this
13 document is -- is convey a certain message
14 without getting into too many details. The
15 details which I provided them in the complaint --
16 because they did want to see a copy of the
17 complaint. Obviously, the complaint was 47
18 pages. I wanted to convey in a fairly simple,
19 straightforward e-mail kind of the barebones
20 overview of what the complaint entails without
21 making it 47 pages.

22 So some of the details are, I would

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1 say, kind of glossed over because they are more
2 or less irrelevant as far as the details go.

3 Q Okay.

4 A What was important is that there was an
5 ongoing lawsuit and my -- any sort of engagements
6 with HNCO might present some problems for me to
7 present Leidos tools to HNCO. That's what I was
8 trying to convey with this document.

9 Q On the second page of this document, at
10 the -- in the first paragraph, it says,
11 "Mr. Brown wants to fund my research at Leidos
12 and purchase our working prototypes, but demands
13 it not bear my name for fear of retaliation from
14 his superior, Mr. Burghard. "

15 Is it your understanding that Danny
16 Burghard was Dan Brown's superior at that time?

17 A He was in his leadership chain, yes,
18 ma'am.

19 Q Okay. Did Dan Brown --

20 A As far as I knew.

21 Q Okay. Did --

22 A Sorry.

1 Q No, you're fine. Did Dan Brown tell
2 you he feared retaliation from Danny Burghard?

3 A He said he feared retaliation from his
4 leadership.

5 Q Okay. I just --

6 A And to my knowledge, his leadership
7 still included Danny -- still included, yes,
8 Danny Burghard.

9 Q He didn't specifically mention fear of
10 retaliation from Danny Burghard, though, correct?

11 A Not specifically. He said --

12 Q Okay.

13 A -- his leadership.

14 Q I just want to be clear on that,
15 because, I mean, kind of the same thing for you
16 where people are -- you're saying people are
17 saying things about you that aren't true, I just
18 want to be sure that, you know, people aren't
19 also saying things about Mr. Burghard that may
20 not be accurate.

21 A Understood.

22 Q Okay. Next paragraph, we sort of

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1 talked about this. It says you're being actively
2 prevented from even entering the briefing room.

3 Other than the two instances we talked
4 about where they were virtual briefings, correct?

5 A Uh-huh.

6 Q Actually, did you -- did you attempt to
7 join those meetings?

8 A I did not attempt.

9 Q Okay.

10 A We were invited to present in person.
11 I was the only one in Texas at the time that
12 could present this. Todd had talked about flying
13 out to Texas. He had -- he had since moved -- he
14 previously was in Texas, had since moved to
15 Florida. He talked about flying back for this
16 briefing.

17 We had discussed whether or not I could
18 or could not do the briefing in person. He
19 talked about it with Dan Brown. Dan Brown said
20 no, I could not enter the building to do this
21 briefing. In fact, I could not even be on the
22 call.

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1 Q Are you aware of whether Leidos lost
2 out on any contracts because of your situation at
3 HNCO?

4 A I am not aware.

5 Q Great. All right. Next -- you can put
6 that to the side.

7 MS. SEEMAN: Do you guys want to take a
8 little break?

9 MR. HENRY: I guess not. What -- what
10 is our time on the record?

11 THE REPORTER: Five-and-a-half hours.

12 THE WITNESS: Really?

13 MS. SEEMAN: Time stops moving in
14 these.

15 BY MS. SEEMAN

16 Q All right. Let's -- all right.

17 So, when you're in 2020, other than
18 being fired from the GITI consulting contract,
19 were there any contract opportunities that you
20 lost out on?

21 A I didn't apply for any other contracts.

22 Q Okay. Is that because you were at

1 Leidos then?

2 A Correct.

3 Q How about in 2021?

4 A Same answer.

5 Q So you did not bid on any contracts in
6 2021 because of your employment at Leidos?

7 A Yes, ma'am.

8 Q Okay. 2022, I have to ask the same
9 question.

10 A Same answer.

11 Q What -- you did not bid on any
12 contracts in 2022 because of your employment at
13 Leidos, correct?

14 A Yes, ma'am.

15 Q How about in 2023? Did you -- you did
16 not bid on any contracts in 2023 because of your
17 employment at Leidos?

18 A Yes, ma'am.

19 Q And, 2024, you did not bid on any
20 contracts because of your employment at Leidos?

21 A Yes, ma'am.

22 Q And then 2025 through when you left

1 Leidos, you did not bid on any contracts because
2 of your employment at Leidos?

3 A Yes, ma'am.

4 Q And from when you started at ODNI to
5 date, you have not bid on any contracts because
6 of your employment at ODNI, correct?

7 A Yes, ma'am.

8 Q Okay. Earlier we talked about StarNav
9 and your work for them while you were working at
10 Leidos.

11 Were there any consulting opportunities
12 you did not pursue from 2021 to 2025 during your
13 employment at Leidos?

14 A No.

15 Q Okay. You've never bid on any
16 contracts as a prime contractor, correct?

17 A Me as Paul Roysdon or me as Leidos?

18 Q Let's start with you as Paul Roysdon.

19 A No, ma'am.

20 Q Okay. And you as Leidos?

21 A I assisted in several contracts that
22 were prime contracts at Leidos.

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1 Q And did Leidos receive any of those
2 contracts that they bid on?

3 A Yes, ma'am.

4 Q Okay. Were any of those contracts with
5 Department of Defense agencies?

6 A Yes, ma'am.

7 Q Okay. Which ones? Just which
8 agencies, not which contracts.

9 A I don't remember.

10 Q Okay.

11 A We had several.

12 Q Were any of those contracts in the
13 cyber AI space?

14 A Yes.

15 Q Are you able to say with which
16 agencies?

17 A There was one with DARPA. I helped
18 write proposals, though my name was not on
19 them -- same thing with DARPA -- with IARPA.

20 (Reporter clarification.)

21 THE WITNESS: IARPA, I-A-R-P-A. Army
22 Futures Command. There were several. I can't

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1 remember them all. I'm sorry.

2 BY MS. SEEMAN

3 Q That's fine. If -- if I wanted to go
4 look and find those contracts, do you know where
5 I would look for that?

6 A Yes. You could look at
7 USASPENDING.gov.

8 Q Okay. Did -- you know, you mentioned
9 like your name being on or off of things.

10 For these contracts with other
11 agencies, was your name on or off of bids?

12 A Only one some of them.

13 Q Okay. Which agencies was your name
14 left off of?

15 A My name was not on a contract or a bid
16 at NSA and another one at DARPA. However, there
17 were other -- other proposals in a different
18 office at DARPA where my name was on the
19 proposal.

20 Q And did -- DARPA did, in fact, award
21 some of those contracts to Leidos, correct?

22 A Yes, ma'am.

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1 Q Okay. Including ones that had your
2 name on it?

3 A Yes, ma'am.

4 Q Okay. How about NSA? Did they award
5 any contracts to Leidos?

6 A Yes, but my name was not on it.

7 Q Okay. As Paul Roysdon, would you in
8 your individual capacity qualify to be a prime
9 contractor on a cyber AI contract?

10 A Would I qualify?

11 Q Yes. I can rephrase if you would like.

12 A Sure.

13 Q What qualifications, if any, are you
14 aware of that are required for prime contractors
15 in the cyber AI field?

16 MR. HENRY: Objection to form.

17 THE WITNESS: I don't know that there
18 are specific qualifications. There's certain
19 requirements of a prime contractor. If you're
20 doing classified work, you have to have a
21 security person. If you're doing work that's
22 fairly technical, they expect you to have a

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1 technical person. There might be things like
2 reporting requirements that might require another
3 person.

4 However, there's nothing that prevents
5 all three of those people to be the same person,
6 and, in fact, with a small company, this is often
7 the case. The person that writes the contracts
8 or does all the contracting work is not, you
9 know, one of 20 people. It's the same person who
10 is also doing the technical work. It's the same
11 person's who's overseeing the security for the
12 program, et cetera. I know people who do this.

13 Q As -- if you, Paul Roysdon, were to be
14 a prime contractor on a program in a SAP
15 environment, would you be able to do that?

16 A Yes, ma'am.

17 Q Okay. How would your -- let's start
18 with the security clearance, because earlier we
19 talked about how somebody has to sponsor, host.

20 How would that work if it's just you,
21 Paul Roysdon?

22 A If it's just me, Paul Roysdon, I have

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1 to -- there's certain training that you have to
2 go through to be certified as the security
3 personnel who is working on government contracts.
4 So I would take that course, which is rather
5 easy, get the certification, and then make sure
6 that anything that's going on in the contract
7 abides by those security protocols. So that's
8 the security aspect of it.

9 Q Okay.

10 A Again, it's not unusual for the CEO of
11 a startup company to do all of these tasks
12 simultaneously.

13 Q For work as a prime contractor, does it
14 also -- I know we mentioned a security person.
15 Do you also have to have a security facility do
16 the work?

17 A Yes and no.

18 Q Okay.

19 A If you're doing cleared work, it might
20 be the case where a lot of the work can be done
21 unclassified and then brought into that cleared
22 facility. This is very common.

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1 You do not have to personally own or
2 manage a SCIF because there are places where you
3 can rent SCIFs, and then if you have like a
4 business relationship or you have a business
5 relationship with another company where you can
6 rent access to their SCIFs. I know people who do
7 this. So, yes, you can as a single person do
8 work in a SCIF, in a secure environment.

9 Q You were mentioning a training that you
10 have to -- you would have to do as a security
11 person.

12 Do you know whether you have to have
13 that completed before -- not soliciting. That's
14 the government -- before bidding on a contract?

15 A You have to have that done before
16 starting work.

17 Q Okay.

18 A Unless the -- unless the proposal
19 itself is classified -- and there are some
20 classified proposals -- then, yes, you'd have to
21 have that beforehand. You'd also have to have
22 access to a SCIF.

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1 MS. SEEMAN: Let's go off the record.

2 (Recess 5:47 p.m. to 5:55 p.m.)

3 BY MS. SEEMAN

4 Q So, Dr. Roysdon, in your second amended
5 complaint, there's an allegation that says you
6 are barred from all interaction within the United
7 States Government on offensive cyber work
8 regardless of the agency.

9 Is that statement accurate?

10 A At the time, yes, that was accurate.

11 Q And when you say at the time, do you
12 mean at the time of the filing of the second
13 amended complaint?

14 A At the time of the filing of the second
15 amended complaint.

16 Q Okay.

17 A Yes, ma'am. This is not it. I have
18 it.

19 Q Okay. What's the date of the filing at
20 the top?

21 A At the top?

22 Q Yeah.

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1 A 3/18/24.

2 Q Was that statement accurate at the time
3 of your initial complaint filing?

4 A Initial complaint, yes.

5 Q Okay. This statement is no longer
6 accurate, though, correct?

7 A I don't know. I haven't tried.

8 Q You haven't tried to work on -- within
9 the United States Government on offensive cyber
10 work?

11 A Not as Paul Roysdon, no.

12 Q As Leidos, though, have you been able
13 to through Leidos?

14 A Through Leidos, not as Paul Roysdon,
15 yes.

16 Q Okay. All right. Moving on to --
17 well, I guess back sort of towards your position
18 in the cyber AI field, is it fair to say you're
19 still a key player in the cyber AI field?

20 A I would -- I wouldn't say a key player.
21 I would say I'm probably one of the luminaries in
22 this field. A key player to me implies that I am

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1 applying for contracts and winning contracts and
2 demonstrating success in the field; whereas, a
3 luminary is somebody who would be developing new
4 ideas, performing research and development on
5 those ideas and demonstrating maybe within a
6 company, and then, on behalf of the company,
7 those capabilities are presented to a customer
8 for that company to then gain traction.

9 Q Is -- okay. Let me ask it this way:
10 During your time at Leidos, was Leidos -- did
11 they establish themselves as a key player --

12 A They did.

13 Q -- in the cyber AI field?

14 A They did. I maintained my position as
15 a researcher by publishing papers and patents, so
16 among the scientific community, I maintain my
17 position as what I called a luminary.

18 Q And you -- since leaving your
19 consulting role, you were still able to work in
20 the cyber AI field, correct?

21 A Define work in the cyber AI field.

22 Q At Leidos, you were doing cyber AI work

1 at least as part of your job, correct?

2 A That was part of my duties at Leidos,
3 yes.

4 Q Okay. So you were still able to work
5 in cyber AI?

6 A Under the umbrella of Leidos without my
7 name attached to it, yes.

8 Q Okay. You mentioned you were
9 publishing papers and those sorts of things,
10 correct?

11 A Yes, ma'am.

12 Q Did those have your name on it?

13 A Yes, ma'am.

14 Q Were those in the cyber AI field?

15 A They were in the cyber AI field within
16 the scientific community, not within the U.S.
17 government.

18 Q Okay. That was as Paul -- Paul
19 Roysdon?

20 A Yes, ma'am.

21 Q Okay. Not as a Leidos employee?

22 A It was also as a Leidos employee. You

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1 will see the documents that it does say some sort
2 of Leidos e-mail address.

3 Q Okay. Outside of potential
4 contracts -- actually, yeah. Outside of
5 potential contracts, what if any interference
6 have you experienced with your ability to work in
7 the cyber AI field?

8 A Since 2020, I've not been able to
9 regain a foothold into the dominant players in
10 offensive and defensive cyber, namely, Air Force
11 Cyber. Of the -- the players in this field, they
12 are the most forward leaning in the field, and I
13 have not been able to kind of regain a foothold
14 as Dr. Paul Roysdon in -- in that arena.

15 Q And when you say Air Force Cyber, is it
16 all of Air Force Cyber, or is it just
17 specifically HNCO?

18 A In this case, specifically HNCO,
19 because they're the ones who do the acquisitions.
20 Air Force Cyber is rather large, and they do a
21 lot of different things.

22 Q Which is why I asked.

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1 Have you -- do you believe you've been
2 deprived of your ability to work in the cyber AI
3 field generally?

4 A As a consultant, yes. As a researcher,
5 no. So my ability to make a salary and some sort
6 of wage to provide for my family, yes,
7 absolutely.

8 Q But to be clear, you were still making
9 a salary at Leidos?

10 A Yes, but my -- my duties at Leidos were
11 varied. Again, going back to earlier testimony,
12 when I first came to Leidos, I was working as a
13 chief AI solutions architect, which was doing AI
14 and ML for imagery, medical records, things like
15 this, not cyber.

16 Q And then it turned into including
17 cyber, correct?

18 A Later on, it did include cyber, again,
19 but that was under the umbrella of Leidos, and I
20 was not able to represent that work back to the
21 U.S. government.

22 Q But you were to some agencies able to

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1 represent yourself, correct, or to represent
2 yourself as associated?

3 A I was able to represent Leidos, not
4 myself. There was a huge difference.

5 Q Yeah, I'm just trying to understand
6 that, because earlier we were talking about, you
7 know, contract proposals that had your name on
8 them versus didn't have your name on them, and
9 you said a few for part of -- a specific DARPA
10 office and then NSA.

11 A Uh-huh.

12 Q Were -- were those the only contracts
13 that were cyber AI?

14 A Good question. The ones that had my
15 name on them were not cyber AI.

16 Q Okay. Did they still deal with AI? I
17 hate to make assumptions.

18 A Some dealt with AI. Some dealt with
19 cyber.

20 Q Okay.

21 A Some were just purely mathematics.

22 Q Other than being excluded from the two

1 presentations at HNCO, did you have any other
2 exclusions at HNCO?

3 A I'm sorry. Say that again.

4 Q Yeah. That's a bad question.

5 Other than the presentations at HNCO,
6 were you deprived of any other opportunities at
7 HNCO?

8 A Those are the only opportunities that
9 were presented.

10 Q Okay. And no contracts came of that,
11 correct?

12 A No, ma'am.

13 Q Okay. You've sort of alluded to this
14 throughout today, but what are you hoping to get
15 out of this lawsuit?

16 A At a minimum, I'd like to clear my
17 name. I've said a couple of times, damage to
18 reputation comes in two forms, and we talked
19 about those two forms.

20 I've also mentioned that when an
21 investigation is mentioned and that someone is
22 being investigated, the people that hear that

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1 automatically assume that there is some sort of
2 reputational harm, that that person has done
3 something wrong. It is rarely the case that when
4 an investigation is completed that those
5 individuals are informed of the result of that
6 investigation.

7 In order for me to continue to do work
8 in this field, specifically cyber AI, though I am
9 a subject matter expert in many fields, but in
10 this field in particular, it would be my goal
11 that my reputation is restored.

12 I'm not asking -- and I said that in
13 the amended complaint -- amended complaint -- I'm
14 not seeking to have my contracts renegotiated or
15 be restored to work at HNCO. I am trying to
16 clear my name and the reputational damage that
17 it's caused.

18 And that could come in the form of a
19 letter by the U.S. government to HNCO and to
20 the -- several of the members in HNCO, similarly,
21 some of the members at NSA, stating that there
22 wasn't an investigation, there was a lawsuit, no

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1 fault was found, Dr. Paul Roysdon was cleared of
2 all alleged wrongdoing and is cleared to
3 represent his work to the U.S. government and
4 cleared to seek work if he so desires.

5 Clearly, at the moment, I cannot do
6 that as Deputy Director of National Intelligence,
7 but if there is an opportunity in the future or
8 if I was not in my current role, I would
9 certainly like to be able to seek opportunities
10 in the field in which I'm an expert in, in
11 particular, a field that I helped create. Being
12 de facto debarred from a field that I created is
13 a somewhat extreme situation.

14 Q In your second amended complaint, it
15 talks about damages --

16 A I'm sorry. If I may --

17 Q Yeah. Go ahead.

18 A I think some mention of this to Captain
19 McVeigh is also appropriate, particularly the
20 violation of -- of privacy. All of us as
21 government employees take privacy training
22 annually, and we are required to take this very

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1 seriously. This was a violation of privacy and
2 the Privacy Act.

3 Q Okay. In --

4 A That's --

5 Q Sorry. Continue.

6 A I would say the same thing for the OSI
7 Agent Beall, but he's now deceased.

8 Q Other than Agent Beall and Captain
9 McVeigh, do you believe any other members of the
10 Air Force violated the Privacy Act with respect
11 to you?

12 A I don't know.

13 Q Okay. In your second amended
14 complaint -- do you have it in front of you?

15 A Yes, ma'am.

16 Q On page 27, it lists in paragraph 156 a
17 list of damages and severe emotional harm.

18 Are you seeking emotional damages as
19 part of this lawsuit?

20 A Originally, yes.

21 Q And now?

22 A At this point, I would like to just

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1 have my name cleared and seek a settlement just
2 for fees.

3 Q Okay. I'm still going to ask these
4 other questions just because I have to. That's
5 my job.

6 A Okay. Do your job.

7 Q Thank you. That's what they pay me for
8 here, shockingly. Okay.

9 Other than the emotional damages listed
10 in paragraph 156, is there any other emotional
11 damage that you've experienced as a result of the
12 events described in your complaint?

13 A Other than events described in the
14 complaint?

15 Q Any other emotional damages related
16 to -- so, like, if -- if, you know, you stubbed
17 your toe and you were emotionally damaged, I
18 don't really care about that, but is there any
19 other emotional damage you experienced as a
20 result of the events in your complaint?

21 A No. I was very specific in the
22 complaint --

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1 Q Okay.

2 A -- on what those emotional damages
3 were.

4 Q Okay.

5 A Those begin on page 27, item --
6 paragraph 156.

7 Q And I want to ask you just about one of
8 these questions. So it says -- 156(f), it says,
9 "constant fear during the criminal investigation
10 that he would be indicted as an insider threat or
11 somehow violating espionage statutes."

12 A Yes, ma'am.

13 Q Did -- at any point, did you believe
14 that you had violated any espionage statutes?

15 A Yes. The OSI agent attempted to
16 convince me that I had violated some sort of
17 statutes like this and that my indictment was
18 imminent, which was terrifying.

19 Q Did Agent Beall call you an insider
20 threat at any point during your meeting with him?

21 A He said I was being accused of an -- as
22 an insider threat.

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1 Q Accused. Okay. And he didn't name who
2 was accusing you?

3 A He would not answer.

4 Q Okay.

5 A So for more than a year, until I got a
6 phone call from Dan Brown saying that the
7 investigation was over, I spent a year under the
8 belief that I was imminently going to be indicted
9 for some false claim, which is why I then felt I
10 needed to file a lawsuit to clear my name,
11 because I knew that I had done nothing wrong.

12 Q Okay. For --

13 A I take allegations like this very
14 seriously given the type of work that I do for
15 this country.

16 Q And, also, they're serious allegations,
17 so I get it.

18 A Not only are they serious allegations.
19 The type of work that I do is -- it carries with
20 it grave damage for this country.

21 Q In section (e), just a quick question.
22 It talks about regular sleepless nights pondering

1 your future while under both criminal
2 investigation as well as OPM adjudication.

3 Did you -- you didn't know about the
4 OPM adjudication until after it was concluded,
5 though, correct?

6 A Correct.

7 Q Okay. And then did -- did your Leidos
8 leadership -- you know, we talked about how you
9 informed them of the lawsuit. They were like, no
10 big deal, this sort of stuff kind of happens and
11 we'll just plug other people in.

12 Is that a fair -- is that a fair
13 assessment in a very casual term?

14 A Yes, ma'am.

15 Q So was there any sort of loss of trust
16 from your Leidos leadership based on the events
17 at HNC0?

18 A No. By the time I presented that
19 information to them, I had already established
20 my -- my level of trust and expertise, and I
21 think each of them would say that they -- they
22 felt, based on everything that I demonstrated,

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1 all of the obligations were false and had no
2 bearing on who they knew me to be as a person.
3 Todd testified on the same -- the same -- stating
4 the same things.

5 Q Okay. Other than the market analysis
6 that you performed in this case, did you do any
7 other computation for lost income?

8 A Yes, ma'am.

9 Q And what was the result of that
10 computation?

11 A So there were several projects that
12 were proposed and I was asked to participate in,
13 again, providing oversight and guidance with the
14 mathematics. Dan Brown had mentioned several
15 times, you know, this work could go on for the
16 next five years and we'd like you to be much more
17 involved.

18 At one point, he asked if I would
19 consider leaving NSA to do this work full time.
20 Full time in my world means 80 hours a week, not
21 40, so it would have been a significant change as
22 far as employment concerns and significant

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1 financial change, because my salary at NSA was
2 about 94,000 a year or so. At that point, I
3 indicated that I would have -- if that was going
4 to be the case, I was also going to increase my
5 rate to the standard industry rate, if that was
6 going to be my sole source of income.

7 He agreed that was fine, that that's
8 what he kind of expected and was kind of
9 surprised that I was giving the government a
10 deal, so to speak, by taking a lesser rate.

11 As we projected that out, it accounted
12 for several million dollars, I think somewhere on
13 the order of about \$5 million.

14 Q Do you remember what rate you would
15 have been at?

16 A I don't recall. Somewhere around
17 450 -- sorry. Somewhere around \$450 an hour is
18 about standard for this sort of work.

19 Q And I know you mentioned 80 hours a
20 week, but would you have been permitted to
21 work -- not work. Would you have been permitted
22 to bill for 80 hours a week under this contract?

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1 A Absolutely. I mean, it depends on how
2 the contract would have been written and who I
3 would have been working for. In this case, it
4 would have been G-I-T-I, GITI, but it was my
5 assumption based on the -- it was my
6 understanding based on conversations with Dan
7 Brown that that was the case.

8 Q How close in time was this conversation
9 with Dan Brown about changing the scope of your
10 consulting work to the August 13th, 14th, 2020
11 situation?

12 A The conversation happened early August
13 before these presentations.

14 Q Okay. So a week or two before?

15 A Within a week or two, yes, ma'am.

16 Q Okay. And I believe earlier you said
17 you might -- you talked to Ted Oakley about this,
18 potentially?

19 A Yes. We -- we talked about change of
20 scope and contract, but that wasn't the only
21 occasion. There were times where we flexed the
22 scope of contract, meaning working more hours one

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1 week and less another week. He verified that
2 this was okay with Dan Brown, et cetera, or that
3 in order to meet certain deadlines that it would
4 require more work, so he had to adjust scope,
5 again, didn't have to change the work
6 authorization document, just had to negotiate
7 that with Dan Brown. So there were many
8 conversations like this.

9 Q Okay. Other than Dan Brown and Ted
10 Oakley, did you discuss this five-year consulting
11 potential contract with anybody else?

12 A Other than my attorney, Jason, no.

13 Q Okay. You're obviously represented by
14 attorneys in this lawsuit, correct?

15 A Yes, ma'am.

16 Q Okay. Do you have a fee arrangement
17 with them?

18 A Define a fee arrangement.

19 Q Sure. Do you have a retainer agreement
20 with them? I'm not asking for the substance of
21 it.

22 MR. HENRY: You mean like an engagement

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1 agreement with our firm?

2 BY MS. SEEMAN

3 Q Yeah. I'm just trying to figure out
4 like what -- let me ask it this way: How much
5 have you personally spent on attorneys' fees to
6 date?

7 MR. HENRY: It's not privileged.

8 THE WITNESS: It's not privileged?

9 MR. HENRY: It's not privileged.

10 THE WITNESS: I think total cost is
11 around \$269,000.

12 BY MS. SEEMAN

13 Q Other than what we've talked about so
14 far, are there any other monetary damages you
15 have experienced as a result of the HNCO
16 situation?

17 A You mean aside from potential future
18 work as a subject matter expert in this area of
19 cyber AI?

20 Q Yes, I guess.

21 A Good question. Yes, there are many
22 contracts that I was not able to bid on that

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1 colleagues of mine did, and they did well based
2 on my recommendations.

3 I know several people that are now
4 doing well at this area, like folks at
5 Cynnovative, Def-Logix and Kudu. While they also
6 do AI or cyber work, they also do cyber AI work,
7 and much of the work -- some of the work that
8 they've done over the years and been very
9 successful with multimillion-dollar contracts are
10 based on conversations that we've had.

11 I could have been the person that bid
12 on those contracts and won those contracts
13 because this is an area where I literally founded
14 the field, but I've been unable to do so.

15 Q I'm blanking. I really -- I had a good
16 one, and it really just ran out of my head. Let
17 me see if I can find it. I'll just ask you a few
18 other questions.

19 Do you know Ian Crone?

20 A I do.

21 Q Who is he?

22 A He is a -- oh, I believe he's a

1 director at DARPA. I'm not sure of his exact
2 title.

3 Q Have you ever spoken with him?

4 A I have.

5 Q Have you talked to him about this
6 lawsuit?

7 A No.

8 Q Have you talked to him about the
9 substance of this lawsuit?

10 A No.

11 Q What, if anything, to your knowledge,
12 would Mr. Crone know about your debarment?

13 A Ian Crone was a contract that Dan Brown
14 had. He was also the audience when I discussed
15 the update on the mathematics in February of 2020
16 at the Aerospace Corporation.

17 I believe Dan Brown often talked to him
18 about -- about these projects just to kind of
19 sanity check whether or not he believed -- you
20 know, as somebody at DARPA believed that the
21 technology was possible. When the projects were
22 canceled, Dan Brown did mention that he had

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1 mentioned this to folks at DARPA. I would assume
2 that it was Ian Crone.

3 I had a meeting with Jim Carlini and
4 Ian Crone, I believe sometime in the '22 or '23
5 time frame. It would have been in the -- I don't
6 remember, actually, which -- which time of year
7 that was.

8 He mentioned at that meeting the Air
9 Force work that I had done.

10 Q Ian mentioned, Ian --

11 A Ian did.

12 Q -- Crone?

13 A Yeah. And he mentioned it with some
14 skepticism. I say that because Jim Carlini, who
15 was a former DARPA director and had seen the work
16 and seen it operate successfully, in essence,
17 came to my defense during that conversation. I
18 forget the details of the conversation and the
19 goals of that conversation, but it was, in
20 essence, something where Ian had worked for Jim
21 Carlini many years ago, and it was a way to have
22 a conversation with an old colleague, introduce

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1 Jim Carlini's budding expert in cyber AI, and see
2 if Ian Crone wanted to be involved in it. Ian
3 Crone at the time said he was not interested.

4 Q Did the --

5 A I don't know why.

6 Q Okay. Perfect. That cuts out that
7 question.

8 Who's Paul Rivera? And if you want to
9 pull your initial --

10 A CEO --

11 Q -- disclosures, which is Exhibit 6,
12 back.

13 A CEO at Def-Logix.

14 Q Okay. Do you -- are you still in
15 contact with Mr. Rivera?

16 A No, ma'am. He was the person that was
17 present when I first met Dan Brown.

18 Q And you've not spoken with him about
19 this lawsuit?

20 A No. The last conversation he and I had
21 was sometime in late 2020, and he had mentioned
22 that the projects that he was involved in, the

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1 Fibonacci projects, had been canceled. He said
2 he didn't know why. I said I didn't know either.

3 Q How about Matt Monte from Kudu?

4 A What about him.

5 Q Do you know him?

6 A Yes, I do.

7 Q I remember my question. Do you know
8 that Leidos is acquiring Kudu?

9 A Yes, ma'am.

10 Q Is that going to expand Leidos' role in
11 the cyber AI field?

12 A Yes, ma'am, it is.

13 Q Did you have any role in helping to
14 facilitate that?

15 A Before leaving Leidos?

16 Q Yes.

17 A I would say that I had some cursory
18 influence.

19 Q And that means what?

20 A They are experts in the field of
21 offensive cyber, and I've worked with them
22 previously.

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1 Q And I'm assuming you liked working with
2 Kudu?

3 A They are some of the best.

4 Q Okay.

5 A I like working with technically
6 excellent people.

7 Q That makes sense.

8 Have you ever spoken to Matt Monte
9 about this lawsuit?

10 A No, I don't -- I don't believe so.

11 Q And have you ever spoken with him about
12 the substance of this lawsuit?

13 A No, ma'am.

14 Q Are you in contact with Matt Monte
15 today?

16 A Yes, ma'am.

17 Q In what capacity?

18 A Colleagues.

19 Q Okay. Do you interact regularly with
20 him?

21 A Not regularly, no. He's -- he's a
22 brilliant person, and I like talking and

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1 collaborating with brilliant people.

2 Q Peter Highnam. I'm probably saying
3 that wrong.

4 A Peter Highnam.

5 THE REPORTER: Can you spell it?

6 MS. SEEMAN: Yes. H-I-G-H-N-A-M. And
7 if you have your initial disclosures, he's No.
8 11.

9 MR. HENRY: Exhibit 6.

10 MS. SEEMAN: Exhibit 6, No. 11.

11 THE WITNESS: Yes.

12 BY MS. SEEMAN

13 Q Who is Mr. Highnam?

14 A When I met him, I was introduced to
15 him -- let's see. When I met him, he was the
16 director at DARPA or deputy director at DARPA. I
17 can't recall. Jim Carlini introduced me to him
18 in a phone call. I never met him in person.

19 Jim introduced the research that I was
20 leading at Leidos. Peter was very interested and
21 recommended that Jim and I talk to several of
22 Peter's colleagues. Peter was on -- was actually

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1 exiting DARPA at the time to take a new position
2 in the UK, basically as their -- as the director
3 of their DARPA, as I recall, and one of the names
4 that Peter recommended talking to was Ian Crone.
5 It's a small community. Again, this is why
6 reputation matters in this community. It is a
7 small community.

8 Q Do -- are you aware of what reputation
9 Peter Highnam believes you have in the field?

10 A I think, based on his high esteem for
11 Jim Carlini, he probably holds me in the same
12 esteem.

13 Q And earlier you mentioned Ian Crone was
14 a little skeptical of the work that you did at
15 HNCO.

16 A Yes, ma'am.

17 Q You don't know what that skepticism is
18 based on, correct?

19 A No. I can only infer based on the
20 conversations I had with Dan Brown that it had
21 something to do with the Fibonacci projects.

22 Q Okay. You didn't talk about any issue

1 with the Fibonacci projects with Mr. Crone,
2 though, did you?

3 A No, ma'am.

4 Q Christine Uptain, she's No. 19.

5 Who is Ms. Uptain? And that's
6 U-P-T-A-I-N and Christine with a C.

7 A Associate general counsel, National
8 Security Agency. I believe -- I don't recall.
9 Well, she's associate general counsel at National
10 Security Agency. That's who she is.

11 Q Did you ever talk to her?

12 A I don't recall.

13 Q In your second amended complaint at,
14 for example, paragraph 238, it mentions her.
15 Page 41.

16 A Uh-huh.

17 Q So what is -- this is a terrible way to
18 ask this. What's your knowledge of her knowledge
19 of this lawsuit?

20 A My knowledge of her knowledge is that
21 someone at Air Force reached out to her and Amy
22 to gain some information about my employment at

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1 NSA.

2 Q Okay. Other than that -- or, I guess,
3 is that the extent of her involvement in this
4 case?

5 A I don't know.

6 Q Okay. To your knowledge, is that the
7 extent of her involvement?

8 A To the best of my knowledge, yes.

9 MS. SEEMAN: Okay. Let me just check
10 my notes quickly. All right. I don't think I
11 have anything else, so --

12 MR. HENRY: Nothing from me.

13 THE REPORTER: Would you like to read
14 and sign?

15 MR. HENRY: Yes.

16 THE REPORTER: Would you like a copy?

17 MR. HENRY: Yes.

18 (Whereupon, at 6:30 p.m., the
19 deposition of PAUL ROYSDON, PH.D.
20 was concluded.)

21
22 * * * * *

CERTIFICATE OF NOTARY PUBLIC

I, ERICK M. THACKER, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me in stenotype and thereafter reduced to typewriting under my direction; that said deposition is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



ERICK M. THACKER

Notary Public in and for the
District of Columbia

My commission expires:

June 30, 2029

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ACKNOWLEDGMENT OF DEPONENT

I, PAUL ROYSDON, PH.D., do hereby acknowledge I have read and examined the foregoing pages of testimony, and the same is a true, correct and complete transcription of the testimony given by me, and any changes or corrections, if any, appear in the attached errata sheet signed by me.

Date-----
PAUL ROYSDON, PH.D.

Job No. CS7396796

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1 Lance Henry, Esq.

2 lhenry@allen-vellone.com

3 June 13, 2025

4 RE: Roe, John v. United States Of America Et Al

5 5/30/2025, Paul Roysdon , Ph.D. (#7396796)

6 The above-referenced transcript is available for
7 review.

8 Within the applicable timeframe, the witness should
9 read the testimony to verify its accuracy. If there are
10 any changes, the witness should note those with the
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of
13 Deponent and Errata and return to the deposing attorney.
14 Copies should be sent to all counsel, and to Veritext at
15 erratas-cs@veritext.com

16 Return completed errata within 30 days from
17 receipt of testimony.

18 If the witness fails to do so within the time
19 allotted, the transcript may be used as if signed.

20
21
22 Yours,

23 Veritext Legal Solutions
24
25

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1 Roe, John v. United States Of America Et Al

2 Paul Roysdon , Ph.D. (#7396796)

3 E R R A T A S H E E T

4 PAGE_____ LINE_____ CHANGE_____

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6 REASON_____

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20 _____

21 REASON_____

22 _____

23 _____

24 Paul Roysdon , Ph.D.

Date

25

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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From: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3A8E2838CD0C414A98AF11275B8C4A18-MCVEIGH.WIL]
Sent: 8/18/2020 3:34:27 AM
To: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA [thomas.parisi.1@us.af.mil]; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCFY [daniel.brown.5@us.af.mil]; MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX [john.marx.2@us.af.mil]; MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA [tanya.macrina@us.af.mil]
CC: SCHILLING, NICHOLAS A GG-12 USAF AFMC AFLCMC/HNCFY [nicholas.schilling.2@us.af.mil]; HERN, GREGORY L GG-13 USAF AFMC AFLCMC/HNCF [gregory.hern@us.af.mil]; ROCHE, ANTHONY J GG-12 USAF AFMC AFLCMC/HNCFY [anthony.roche.1@us.af.mil]; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO [julio.guerrero.2@us.af.mil]; SPEARS, MAJOR W CTR USAF AFMC AFRL/RIGA [major.spears.3.ctr@us.af.mil]
Subject: RE: Tech SME
Attachments: smime.p7s

All,

I was corrected by Dan. This is for a Tech SME and not a SETA. It's on the PEM books as a SETA, but it's being used as an in house Tech SME. Dan would like to put the funding on the Excalibur vehicle to pay for Roysdon and support to Fib.

Tom,

Are we good to send to the below?

-Will

From: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>
Sent: Monday, August 17, 2020 5:57 PM
To: BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCFY <daniel.brown.5@us.af.mil>; MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>; MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>; MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>
Cc: SCHILLING, NICHOLAS A GG-12 USAF AFMC AFLCMC/HNCFY <nicholas.schilling.2@us.af.mil>; HERN, GREGORY L GG-13 USAF AFMC AFLCMC/HNCF <gregory.hern@us.af.mil>; ROCHE, ANTHONY J GG-12 USAF AFMC AFLCMC/HNCFY <anthony.roche.1@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>; SPEARS, MAJOR W CTR USAF AFMC AFRL/RIGA <major.spears.3.ctr@us.af.mil>
Subject: RE: Tech SME

Sounds like John has this under control. We're gonna stand down on it.

Thanks,
Tom

From: "BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCFY" <daniel.brown.5@us.af.mil>
Sent: Aug 17, 2020 5:19 PM
To: "MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX" <john.marx.2@us.af.mil>; "MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA" <tanya.macrina@us.af.mil>; "PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA" <thomas.parisi.1@us.af.mil>; "MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO" <william.mcveigh.1@us.af.mil>
Cc: "SCHILLING, NICHOLAS A GG-12 USAF AFMC AFLCMC/HNCFY" <nicholas.schilling.2@us.af.mil>; "HERN, GREGORY L GG-13 USAF AFMC AFLCMC/HNCF" <gregory.hern@us.af.mil>; "ROCHE, ANTHONY J GG-12 USAF AFMC AFLCMC/HNCFY" <anthony.roche.1@us.af.mil>; "GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO"

<julio.guerrero.2@us.af.mil>; "SPEARS, MAJOR W CTR USAF AFMC AFRL/RIGA"
<major.spears.3.ctr@us.af.mil>

Subject: Tech SME

Please do not reject the MIPR. Funding is for a Tech SME under one of the GITI contracts – Excalibur or CPAC-C – I forget which.

V/r,
-Dan

Desk: 210-925-6208 (DSN: 945) , STE equipped
TS VOIP: 981-5267
Mobile: 210-884-0106
SIPR: daniel.d.brown8.civ@mail.smil.mil
JWICS: daniel.d.brown@af.ic.gov

From: MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>
Sent: Monday, August 17, 2020 1:09 PM
To: MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>; PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>; MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>
Cc: SCHILLING, NICHOLAS A GG-12 USAF AFMC AFLCMC/HNCFY <nicholas.schilling.2@us.af.mil>; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCFY <daniel.brown.5@us.af.mil>; HERN, GREGORY L GG-13 USAF AFMC AFLCMC/HNCF <gregory.hern@us.af.mil>; ROCHE, ANTHONY J GG-12 USAF AFMC AFLCMC/HNCFY <anthony.roche.1@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>; SPEARS, MAJOR W CTR USAF AFMC AFRL/RIGA <major.spears.3.ctr@us.af.mil>
Subject: RE: SETA Funding

Tanya, I just spoke to Capt McVeigh. This funding is to meet an on-site SETA requirement for HNCO in San Antonio. As per my note, it seems that there was some confusion as to who was doing the contracting action – Capt McVeigh was under the impression it was previously executed through ACT 2, but clearly that is not the case.

I have introduced Capt McVeigh to the appropriate POC for this action and no further action or response is needed from Team AFRL.

Thanks.

John

From: MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>
Sent: Monday, August 17, 2020 2:04 PM
To: MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>; PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>; MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>
Cc: SCHILLING, NICHOLAS A GG-12 USAF AFMC AFLCMC/HNCFY <nicholas.schilling.2@us.af.mil>; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCFY <daniel.brown.5@us.af.mil>; HERN, GREGORY L GG-13 USAF AFMC AFLCMC/HNCF <gregory.hern@us.af.mil>; ROCHE, ANTHONY J GG-12 USAF AFMC AFLCMC/HNCFY <anthony.roche.1@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>; SPEARS, MAJOR W CTR USAF AFMC AFRL/RIGA <major.spears.3.ctr@us.af.mil>
Subject: RE: SETA Funding

John,

We have received MIPRs, rejected MIPRs and received MORE MIPRs.

Including \$300K mentioned below – for the 2nd time.

Please make sure you are absolutely SURE – because we would be rejecting another MIPR again....

Thanks,
Tanya

From: MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>
Sent: Monday, August 17, 2020 2:00 PM
To: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>; MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>; MACRINA, TANYA MCIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>
Cc: SCHILLING, NICHOLAS A GG-12 USAF AFMC AFLCMC/HNCFY <nicholas.schilling.2@us.af.mil>; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCFY <daniel.brown.5@us.af.mil>; HERN, GREGORY L GG-13 USAF AFMC AFLCMC/HNCF <gregory.hern@us.af.mil>; ROCHE, ANTHONY J GG-12 USAF AFMC AFLCMC/HNCFY <anthony.roche.1@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>
Subject: RE: SETA Funding

Whoops, looks like lines got crossed!

Totally different contract, different agency, different performer base...

No response required on this thread, will connect with the appropriate POCs.

Thanks, John

From: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>
Sent: Monday, August 17, 2020 1:57 PM
To: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>; MACRINA, TANYA MCIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>
Cc: SCHILLING, NICHOLAS A GG-12 USAF AFMC AFLCMC/HNCFY <nicholas.schilling.2@us.af.mil>; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCFY <daniel.brown.5@us.af.mil>; HERN, GREGORY L GG-13 USAF AFMC AFLCMC/HNCF <gregory.hern@us.af.mil>; ROCHE, ANTHONY J GG-12 USAF AFMC AFLCMC/HNCFY <anthony.roche.1@us.af.mil>; MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>
Subject: RE: SETA Funding

Will,

SETA work is not within scope of ACT2.

Respectfully,
Tom

Thomas J. Parisi
DR-III (GS-14), DAF

Firestarter Program Manager
AFRL/RIGA
Information Directorate
Rome, NY 315 330 2282; DSN 587
NIPR: Thomas.Parisi.1@us.af.mil
JWICS: Thomas.Parisi@af.ic.gov

NOTE: Due to the COVID-19 telework situation, I have limited access to classified communication systems. I attempt to check JWICS emails once per week, situation permitting.

From: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>
Sent: Monday, August 17, 2020 1:18 PM
To: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>; MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>
Cc: SCHILLING, NICHOLAS A GG-12 USAF AFMC AFLCMC/HNCFY <nicholas.schilling.2@us.af.mil>; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCFY <daniel.brown.5@us.af.mil>; HERN, GREGORY L GG-13 USAF AFMC AFLCMC/HNCF <gregory.hern@us.af.mil>; ROCHE, ANTHONY J GG-12 USAF AFMC AFLCMC/HNCFY <anthony.roche.1@us.af.mil>; MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>
Subject: SETA Funding

Tom/Tanya,

Just want to confirm, I'm sending \$300k FY20 3600 for SETA support to ACT2 Excalibur/Mercury. Is that the best contract vehicle for SETA support?

Also, what's the latest MIPR instructions for ACT2. Is it this?

CAT1 - \$10,500
CAT2 - \$289,500

Contract #: FA8750-18-F-0013
For support costs, please use: FA8750-19-C-0013

Period of Performance: 31 Aug 2020 – 31 Aug 2021

Contract is Severable

EEIC Code: 82100

Performing Agency Financial POC: Jamie Jordan, afrl.rifb@us.af.mil, (315) 330-7287
Performing Agency Tech POCs: Tom Parisi, Thomas.parisi.1@us.af.mil, (315) 330-7287
Tanya Macrina, Tanya.macrina@us.af.mil, (315) 330-4715

Thanks,
-Will

William McVeigh, Capt, USAF
AFLCMC/HNCO
DSN: (312) 945-1974
COMM: (210) 925-1974

CELL: (540) 840-9899

NIPR: william.mcveigh.1@us.af.mil

CUI



DEPARTMENT OF THE AIR FORCE
 AIR FORCE LIFE CYCLE MANAGEMENT CENTER
 CRYPTOLOGIC & CYBER SYSTEMS DIVISION
 JOINT BASE SAN ANTONIO-LACKLAND, TEXAS 78243

21 August 2020

MEMORANDUM FOR RECORD

FROM: AFLCMC/HNCO

SUBJECT: (U) AFLCMC/HNCO Update on DD254 Status for Fibonacci

1. (CUI) In FY19, Dr. Paul Roysdon briefed the Fibonacci program at the TOP SECRET level to AFLCMC/HNCO and SAF/AQL. The National Security Agency (NSA) decided not to fund this program, and the program was funded by SAF/AQL as a [REDACTED] project with unclassified components. At the time, Dr. Roysdon was a Government employee providing advice and guidance under the Government.

2. (U) Starting in FY19, Mr. Dan Brown brought Dr. Paul Roysdon to support the Fibonacci program as a Technical Subject Matter Expert (contractor) as a subcontractor under Global Info Tech Inc (GITI). GITI holds an Air Force Research Laboratory (AFRL) ACT2 prime contract. Dr. Roysdon maintained his Government position at the NSA. Dr. Roysdon stated on 18 Aug 20 he obtained an Office of General Council (OGC) letter providing agreement for the project to be worked. AFLCMC/HNCO has received the NSA's legal guidance and believes there is likely a conflict of interest based off of the email on JWICS dated 20 Aug 20.

3. (CUI) Dr. Roysdon was cleared as a Government employee to [REDACTED] but not as a contractor. While the GITI contract has [REDACTED] on their DD254, Dr. Roysdon's LLC does not have a Field Security Officer (FSO), DD254, and cage code that would allow him contractor SCI and program access. Dr. Roysdon's subcontractor work was solely unclassified. Dr. Roysdon's work as a Government employee included [REDACTED] discussions about Fibonacci. Dr. Roysdon has been notified to stop work as a contractor. He may continue supporting the project as a Government employee under the NSA. However, Dr. Roysdon informed AFLCMC/HNCO on 20 Aug that he is planning to resign from NSA.

4. (CUI) Within AFLCMC/HNCO three other contractors require DD254 modification to allow [REDACTED] Kudu Dynamics, X8, and Crystal Clear. X8 and Crystal Clear, as a technical Subject Matter Expert (SME) are not doing any program work currently, but are expected to do [REDACTED] work in FY21. No additional AFLCMC/HNCO contractors require DD254 SAP modifications. The Kudu Dynamics DD254 is expected to be completed by 23 Oct 20 pending signatures.

5. (U) Please direct any further questions to Capt William McVeigh at DSN: 945-1974 and william.mcveigh.1@us.af.mil.

JARED EKHOLM, Lt Col, USAF
 Materiel Leader

CUI

EXHIBIT 3

Page 1 of 1

UNCLASSIFIED//

AIR FORCE OFFICE OF SPECIAL INVESTIGATION REPORT OF INVESTIGATIVE ACTIVITY

PRIVACY ACT NOTICE: WHEN FILLED IN, THIS FORM CONTAINS INFORMATION THAT MUST BE PROTECTED UNDER THE PRIVACY ACT OF 1974.

1. DATE OF INVESTIGATIVE ACTIVITY 26 Aug 2020	2. PLACE OSI PJ Det 8 OL-B, JBSA-Lackland, TX	3. ACTIVITY NUMBER N/A
--	--	---------------------------

4. REMARKS

(U [REDACTED]) On 26 Aug 2020, SA ALLEN T. BEALL, OSI PJ Det 8 OL-B, JBSA-Lackland, TX interviewed Dr. PAUL F. ROYSDON, NSA-Texas, Google phone 530-400-2257, regarding his involvement in the USAF Special Access Program [REDACTED] ROYSDON stated he proposed a project to National Security Agency (NSA) leadership in the January to March 2019 timeframe. The response he received was that the project was too advanced for the NSA and that they would not pursue it or fund it. He stated he was encouraged by NSA leadership to present the project to the USAF to see if there was any interest in developing it on their part. In or around March, 2019, ROYSDON conducted two briefings to USAF delegations on his proposed project. ROYSDON recalled DANIEL BROWN, AFLCMC/HNCO, was present during the at least one of the briefings he provided.

(U [REDACTED]) ROYSDON's project and expertise was deemed worthy of further development by the USAF and was placed under project Fibonacci within [REDACTED] ROYSDON continued his involvement as a subject matter expert consultant to the prime contractor of the project, Global Info Tech, Inc. (GITI). ROYSDON did not recall who within the USAF proposed he continue involvement with the project, but the arrangement proposed was that he consult as an independent entity to GITI and not become a GITI employee. He submitted all timesheets and invoices to GITI who then compensated him and provided an IRS Form 1099 at the end of the tax year.

(U [REDACTED]) At no time did ROYSDON claim or purport that the services he was providing to GITI for his work on the [REDACTED] project had any connection to his position at the NSA. In April, 2019, before accepting the consulting agreement with GITI, he contacted AMY [REDACTED] R [REDACTED] of the NSA's Office of General Counsel, Administrative Law and Ethics to discuss any potential conflicts of interest between his employment with the NSA and consulting with GITI who was performing work on a USAF contract. ROYSDON believed that as long he was not performing work for GITI during the business hours he was spending at the NSA, and he was not developing a tool or capability which would be presented back for purchase or use at the NSA, he would be permitted to perform "behind the scenes" consulting services to GITI. ROYSDON provided copies of his email correspondence with R [REDACTED] which he interpreted as tacit approval from the NSA to consult with GITI. ROYSDON provided a printed copy of his correspondence with R [REDACTED] (see attached emails)

(U [REDACTED]) Agent Note: ROYSDON was approved for [REDACTED] access and indoctrinated into the program on 4 Jun 2020. The justification used on his Program Access Request (PAR) for [REDACTED] stated [REDACTED] (see attached PAR)

(U [REDACTED]) SA BEALL showed ROYSDON his approved PAR and the justification language used. ROYSDON stated the justification was not correct as he was providing subject matter expert consultation to GITI and [REDACTED] No connection, communication or information flow was occurring between project Fibonacci and the NSA, and none ever had been envisioned. He had never seen the justification language used on the PAR and did not provide input for the PAR.

(U [REDACTED]) ROYSDON confirmed he had accepted a position with large government contractor and has submitted his letter of resignation to the NSA. ROYSDON preferred not to name his new employer until all of the paperwork was finalized (NFI). He said he may also retain his security clearance through the NSA as he could consult on continuing NSA projects and may return to a senior leadership position with the NSA in the future. ROYSDON claimed his resignation from the NSA had nothing to do with his involvement with project Fibonacci or [REDACTED]

5. PREPARED BY: SA ALLEN T. BEALL, OSI PJ Det 8 OL-B	6. APPROVED BY:	7. DATE 27 Aug 2020
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SPECIAL HANDLING REQUIRED: DOCUMENT IS SUBJECT TO A CLAIM OF PRIVILEGE UNDER MILITARY LAW. HANDLE IN ACCORDANCE WITH AFI 71-101, VOLUME 1, AND APPLICABLE INSTRUCTIONS TO INCLUDE PRIVACY ACT (5 USC 522a) RESTRICTIONS. THIS DOCUMENT IS NOT TO BE RELEASED OUTSIDE YOUR AGENCY WITHOUT THE EXPRESSED PERMISSION OF AFOSI.

RELEASABILITY: Access to this form is restricted. This form is FOR OFFICIAL USE ONLY-LAW ENFORCEMENT SENSITIVE (FOUO-LES) when filled in. Submit requests for access to completed forms in accordance with the Freedom of Information Act.

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Page 1 of 2

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AIR FORCE OFFICE OF SPECIAL INVESTIGATION
REPORT OF INVESTIGATIVE ACTIVITY

PRIVACY ACT NOTICE: WHEN FILLED IN, THIS FORM CONTAINS INFORMATION THAT MUST BE PROTECTED UNDER THE PRIVACY ACT OF 1974.

(U) SA BEALL performed an [redacted] de-briefing with ROYSDON and ROYSDON signed the debriefing portion of his [redacted] Program Indoctrination Agreement (PIA). SA BEALL allowed ROYSDON to review the Critical Program Information (CPI) from the [redacted] Security Classification Guide dated [redacted] and reminded him he was no longer allowed to discuss any of those topics. ROYSDON expressed concern that some of his ongoing work with the NSA or his new employer may also involve some of the [redacted] CPI topics. SA BEALL clarified that if there was precedent or history from the NSA or his new employer, and his continued work on some of these topics were reasonable extensions to previous work performed, he would be allowed to continue those efforts. However, SA BEALL reiterated any work related to project Fibonacci or [redacted] or work based on knowledge gained from project Fibonacci or [redacted] must cease. SA BEALL told ROYSDON if wanted to continue his work under [redacted] he would need to be submitted for access again with proper justification and may require a DD254 listing him or his limited liability corporation as part of the access request.

(U) Agent Note: Program Security Representative JASON OLIVEIRA, OSI PJ Det 8 OL-B de-briefed ROYSDON from [redacted] in the Joint Access Database Environment (JADE) and uploaded his signed de-brief PIA on 27 Aug 2020. (see attached PIA)

-----Nothing Follows-----

UNCLASSIFIED

PAGE 2 OF 2 PAGES

EXHIBIT 4

Page 2 of 12

Roysdon Paul F NSA FTX12 USA GOV

From: [REDACTED] Amy [REDACTED] NSA [REDACTED] USA GOV
Sent: Thursday, August 20, 2020 2:12 PM
To: [REDACTED] NSA [REDACTED] USA GOV
Subject: RE: (U) Consulting Question

Classification: UNCLASSIFIED// [REDACTED]

[REDACTED], following up on our conversation today, the primary ethics laws and regulations that we have discussed in connection with your outside contracting work for GiTi are:

- 18 U.S.C. § 208 and 5 C.F.R. § 2635.502: Pursuant to this statute and regulation, you may not participate personally and substantially in any official NSA matter that affects the financial interests of your outside employer or to which an entity that you provide consulting services is a party. According to the information you have provided, you are not an employee of GiTi, and you do not work on NSA matters affecting GiTi's financial interests or to which GiTi is a party. Based on the facts provided, I previously advised that your participation in this outside employment would not require your disqualification from any NSA matters to which you were assigned.
- 18 U.S.C. § 205: This law prohibits you from personally representing anyone before a Federal department, agency, or employee in a covered matter in which the United States is a party or has a direct and substantial interest. As discussed in my previous email, this law would prohibit you from representing GiTi to the Air Force (or any other Federal agency) on contract matters between GiTi and the Air Force. Providing "behind-the-scenes" services to GiTi in connection with its contract with the Air Force would not violate this law.
- 5 C.F.R. § 2635.703(a): This regulation prohibits you from allowing the use of nonpublic information to further your own financial interests or the financial interests of another. This regulation would prohibit you from using non-public information gained through the course of your employment with NSA the further your private work for GiTi.

I hope the above is helpful.

(U// [REDACTED])
Amy [REDACTED]
Attorney
Office of the General Counsel
Administrative Law & Ethics
[REDACTED]

From: [REDACTED] NSA [REDACTED] USA GOV <[REDACTED]>
 Sent: Thursday, August 20, 2020 11:29 AM
 To: [REDACTED] Amy [REDACTED] NSA D23 USA GOV <[REDACTED]>
 Subject: RE: (U) Consulting Question

Classification: UNCLASSIFIED// [REDACTED]

Amy,

Below is my response to the Air Force program office official that is requesting clarification. Our (you and I) prior communication regarding this matter is at the end of this email.

Dan,

In April 2019 I contacted National Security Agency (NSA) Office of General Council (OGC) regarding outside work. OGC did not identify a conflict of interest because of the following:

1. I am employed by NSA as a Data Scientist, tasked with academic engagement (AE) and work-force development (WFD).
 - a. This means that I am a liaison to academia on matters related to data science, and I am tasked at NSA to build, train, and mentor a data science team.
 - b. I do not implement data science or machine learning algorithms, but rather advise on their use and application.
 - c. During my assignment at Office of the Director of National Intelligence (ODNI), my duties were exactly the same (AE and WFD), but at the IC level. However, at ODNI I was tasked with advising IC partners (not just NSA) on machine learning algorithms and their possible application in a variety of IC mission problems.
2. The proposed work (in April 2019) is a consultant for Global InfoTech (GiTi), not the US Government (USG), and my work is very specific: implement applied mathematics for cyber-physical systems. For nearly 20 years I have performed research, and published both papers and textbooks on this topic.
 - a. As a consultant for GiTi, I perform unclassified machine learning research, and provide white papers and implement numerical prototypes for adoption into cyber-physical applications. To my knowledge, GiTi has several sub-contractors that use the result of my work, or provides these results to other USG contractors.
 - b. My work for GiTi is "behind the scenes" and strictly task-oriented, and, to my knowledge, any interaction I have had with the USG is a factual presentation of progress updates on research or numerical prototypes.
 - c. I have never represented GiTi to the USG for current or future contracts, nor do I have a vested interest in GiTi nor influence in the company or its leadership. Furthermore, to my knowledge, the math solutions that I provide GiTi is not for any contract with NSA.
 - d. I have discussed this matter with my NSA leadership, and I have their approval to do this consulting outside of work hours.

Important notes:

- Item 1 and item 2.a are important as they ensure that I do not violate the USG financial conflict of interest statute. If my work at NSA ever includes providing mathematics for cyber-physical systems, I am required to disqualify myself from any consulting work whatsoever.
- Item 2.b & 2.c are important as they ensure that I do not violate criminal law (18 U.S.C. § 205). I can only perform "behind-the-scenes" tasks, and any interaction with the USG must be a factual exchange of information

regarding the tasks assigned to me from GiTi (not the USG). I am not allowed to represent GiTi or influence a USG official.

- Item 2.c is also important as it ensures that I do not violate criminal law (18 U.S.C. § 203). I cannot, and do not participate in any GiTi profit sharing program. I can only accept a pre-set salary or pre-established contractual fee for tasks performed. Furthermore I have not, and will not, assist GiTi in preparing a response to a Federal RFP.

Very Respectfully,
Dr. [REDACTED]

From: [REDACTED] Amy [REDACTED] NSA-[REDACTED] USA CIV <[REDACTED]>
Sent: Monday, May 13, 2019 7:19 AM
To: [REDACTED] NSA-[REDACTED] USA CIV <[REDACTED]>
Subject: RE: (U) Consulting Question

Classification: UNCLASSIFIED// [REDACTED]

Good morning, [REDACTED]. Apologies for my delayed response. Unfortunately, there is no way to sign an agreement that takes away your responsibility under federal law, particularly 18 U.S.C. § 205. While it is helpful that the Air Force wants to help you avoid potential problems, the law would still prohibit you from having substantive interactions with Air Force representatives while you are working for NSA, even if the Air Force signs an MOU.

(U// [REDACTED])
Amy [REDACTED]
Attorney
Office of the General Counsel
Administrative Law & Ethics
[REDACTED]

[REDACTED]

From: [REDACTED] NSA-[REDACTED] USA CIV <[REDACTED]>
Sent: Monday, May 6, 2019 12:59 PM
To: [REDACTED] Amy [REDACTED] NSA-[REDACTED] USA CIV <[REDACTED]>
Subject: RE: (U) Consulting Question

Classification: UNCLASSIFIED// [REDACTED]

Hello,

Thank you for the response. I will adhere to the guidelines below.

I have another question: The Air Force representative has offered to write and sign a Memorandum of Understanding (MOU) that any interaction (between them and I) would not be interpreted as official from the government, but rather as a consultant and a subject matter expert in mathematics. Would this be useful or appropriate to avoid misunderstandings, and help me to remain compliant with the guidelines below?

Very Respectfully,
Dr. [REDACTED]

From: [REDACTED] Amy [REDACTED] NSA- [REDACTED] USA CIV <[REDACTED]>
Sent: Monday, April 15, 2019 10:45 AM
To: [REDACTED] NSA- [REDACTED] USA CIV <[REDACTED]>
Subject: RE: (U) Consulting Question

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

[REDACTED],

I am following up our emails and telephone conversation last week regarding your offer of employment outside your position with the NSA. As you indicated last week, you are the Chief/Lead Data Scientist for NSA-Texas in [REDACTED]. In that capacity, you are tasked with building a data science team, training and equipping them with the tools they need to solve mission problems in [REDACTED]. You further indicated that you have recently received an opportunity from Air Force CyberCom ("CyberCom") to assist with mathematical calculations in furtherance of its cyber-related mission. In this capacity, you would serve as a sub-contractor to the prime CyberCom contractor. You have indicated that your official responsibilities with the NSA are not related to the work that you would be doing for CyberCom. Further, the prime CyberCom contractor is not a business whose interests you could affect in the performance of your official duties with the NSA.

With respect to your outside employment, there are a few areas of concern you should be aware of. Conflict of interest statutes, as well as other criminal statutes, affect your outside employment while you are an Agency employee (and even after you leave the Agency). Below, I have provided much of the pertinent information from our website; however, you should read over all of the information before pursuing any outside employment.

The first statute is the financial conflict of interest statute, which would prohibit you from personally and substantially participating in your official Government duties on any particular matter that may affect an entity with which you have an outside business relationship, such as the CyberCom prime contractor. You have indicated that you do not have current responsibilities with the Agency that would affect the CyberCom prime contractor, but if you did, either now or in the future, you would be required to disqualify yourself in writing from taking any official actions affecting that company. The disqualification requirement would continue as long as you remain in a business relationship with that outside company or seeking employment with that company. You can find the Disqualification Template here:

[REDACTED]

A second criminal law (18 U.S.C. § 205) prohibits you from personally representing any other person (including companies) -- with or without compensation -- before a Federal department, agency or employee. You may not make representations to any federal officials (not just NSA personnel) on behalf of outside entities. Representation includes any oral or written communications that are intended to influence the official on a specific matter. Working "behind-the-scenes" on matters or strictly task-oriented activities do not violate this rule. Applying this rule to your circumstances, you may not be the individual responsible for communications with Air Force representatives (or any other federal employees) on the contract for which you are providing services. This includes oral or written

communications. It does not include ministerial communications, such as requests for factual information. However, if a communication transitions from a factual exchange to a conversation in which differences of opinion may occur, this can create problems under the representation rule. Additionally, if the CyberCom prime contractor submits a product to CyberCom under your name, this would be considered a communication by you to CyberCom. Note that this rule does not prohibit you from identifying yourself as being associated with the CyberCom prime contractor for such things as being able to gain admittance to the facility where the work is to be performed.

In addition to the representation rule discussed immediately above, you are also prohibited by another rule (18 U.S.C. § 203) from receiving compensation that comes from the representation by others before a government department or agency on any matter in which the United States is a party or has a substantial interest. For example, you may not accept part of the profits in a profit-sharing arrangement if those profits come from representations to the Federal Government. Also, you may not work on a contingency fee basis for a private employer on a government contract (i.e., assist in preparing a response to a Federal RFP and receive a fee or payment only if the contractor is the successful bidder). You may accept a pre-set salary or a pre-established contractual fee (such as payment at an hourly rate) in connection with this outside engagement as long as there are no other benefits such as stock options, contingency fees, or profit sharing.

If this outside arrangement requires you to work in a government facility, please review the below guidance.

The DoD Standards of Conduct Office (SOCO) provided guidance in 2015 that indicates it is quite difficult, but not necessarily impossible, for a Federal employee to work for a contractor in the federal workplace. The relevant DoD SOCO guidance states:

Few federal personnel are aware that a criminal statute, 18 U.S.C. § 203, prohibits them from:

- receiving compensation for acting as an agent or attorney (e.g. "representing");
- for anyone;
- before any part of the Executive or Judicial branches of the Federal Government;
- in connection with a particular matter;
- in which the United States is a party or has a direct and substantial interest.

While the statute applies to personnel throughout their federal careers, it has particular relevance in two situations: (1) military officers who desire to work in the Federal workplace for a contractor while on terminal leave and (2) personnel who desire to work in the Federal workplace for a contractor during their off-duty time ("moonlighting"). This statute will, in most cases, make such employment impossible. However, because the statute does not bar "communications that are merely ministerial in nature," such as seeking information that is routinely made available to the public or providing purely factual information, some such employment may be possible.

"Section 203 has historically been interpreted by the Department of Justice as prohibiting compensation only for representational services. Such representation must involve communications made with the intent to influence and must concern an issue or controversy. The provision of purely factual information or the submission of documents not intended to influence are not representational acts." Consequently, where communications do not involve a potential for divergent views, or where the employee's actions do not constitute communication, the prohibition does not apply. [See OGE Informal Advisory Memorandum 99 x 25]

While this opens the door for some employment of federal personnel as contractors in the federal workplace, it also places these personnel in positions to inadvertently violate the prohibition. The examples below illustrate application of the statute.

--A federal employee who moonlights as a custodian working for a contractor in a federal agency, may, in theory, perform his or her contractor duties without violating the statute since the employee's contractor duties do not

primarily involve communications and most communications by the employee will be ministerial. However, if the employee was accused of not cleaning satisfactorily, the employee is prohibited by the statute from defending the contractor's performance in a discussion with a federal official. Contractor employees who are not government personnel must handle the complaint.

--A federal employee could moonlight as a security guard at a federal facility but would not be able to engage in a discussion with federal employees about the guard's decision to deny admission to a visitor whose identity was in question.

--A military officer on terminal leave, who is employed by a contractor as a consultant for a Federal agency, could not provide advice or consultant services to the federal agency concerning a particular matter if the matter has potential for divergent views.

18 U.S.C. § 205 parallels §203 except that even uncompensated representation is prohibited. Neither § 203 nor § 205 applies to enlisted personnel.

Bottom line: As stated earlier, it is almost impossible for federal personnel to work for a contractor in the federal workplace. In theory, they could perform roles that do not involve communications or that involve only ministerial communications. However, if the quality, quantity, or timeliness of their work is challenged, they may not participate in such discussions. As the Office of Government Ethics warned, "As a general matter, [the employee] should take great care in avoiding any situation in which he may argue a position on behalf of [the organization] in a covered matter before any Federal employee in which there are potentially differing views of conflicting interest." [See OGE Advisory Opinion 96 x 6 [REDACTED]]

As you can see from the DoD SOCO guidance, even in situations for which it may be possible to avoid violating the representational restrictions, there always remains the possibility that an employee moonlighting for a contractor in federal spaces could inadvertently violate this criminal prohibition.

In addition to the above considerations, please note that the federal law generally prohibits a contracting officer from awarding a contract to a government employee or to a business concern or other organization owned or controlled by a federal employee. This rule would not affect you if you would be joining, as a sub-contractor, an existing contract between CyberCom and the prime contractor. However, if the plan is for the prime contractor to submit a proposal for a new contract with you as a team member, this may create concerns. If that is the case, please follow up with my office for additional guidance.

Once again, please remember that, if you do accept this outside engagement, you must avoid taking any action that creates the appearance that you have lost impartiality in the performance of your official duties, or that even creates the appearance that you are using your public office for the private gain of yourself or others.

Finally, you asked in your original email whether CyberCom would have to sponsor your clearance for any classified work in connection with that engagement. If the level of clearance that you currently have with NSA is a high enough clearance for your work with CyberCom, it would be CyberCom's responsibility to confirm your active clearance. If the work requires something further, such as a higher level of clearance, it would be CyberCom's responsibility to address.

I hope the above guidance helps you in navigating this offer, but please do not hesitate to contact me anytime with questions.

(U// [REDACTED])
Amy [REDACTED]
Attorney

UNCLASSIFIED

JA-20190530-2-448567

(CLASSIFY AS APPROPRIATE WHEN FILLED IN)

SPECIAL ACCESS PROGRAM INDOCTRINATION AGREEMENT

An Agreement between

Raysdon, Paul Franklin

and the United States

(Name - Printed or Typed) (Last, First, Middle Initial)

1. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information or materials protected within Special Access Programs, hereinafter referred to in this Agreement as SAP information (SAP). I have been advised that SAP includes or derives from acquisition, intelligence, or operations and support activities, and is classified or is in the process of a classification determination under the standards of Executive Order 12958 or other Executive Order or statute. I understand and accept that by being granted access to SAP, special confidence and trust shall be placed in me by the United States Government.
2. I hereby acknowledge that I have received a security/industrial information concerning the nature and protection of SAP, including the procedures to be followed in access to SAP, whether or not persons to whom I am granting access the information or material I have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SAP. I further understand that all my obligations under this Agreement continue to exist whether or not I am required to sign such subsequent agreements.
3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of SAP by me could cause irreparable injury to the United States and be used to advantage by a foreign nation. I hereby agree that I will never divulge anything learned as SAP or that I know to be SAP to anyone who is not authorized to receive it without prior written authorization from the United States Government, department or agency (hereinafter Department or Agency) that authorized my access to SAP. I understand that I am responsible to consult with appropriate management authorities in the Department or Agency that has authorized my access to SAP, whether or not I am still employed by or associated with that Department or Agency or a contractor thereof. In order to ensure that I know whether information or material within my knowledge or control that I have reason to believe might be SAP, or related to or derived from SAP, is controlled by such Department or Agency to be SAP, I further understand that I am also obligated by law and regulation not to disclose any classified information or material in an unauthorized fashion.
4. In consideration of being granted access to SAP and of being assigned or retained in a position of special confidence and trust requiring access to SAP, I hereby agree to submit for security review by the Department or Agency that authorized my access to SAP (hereinafter referred to as the Department or Agency) all information or material, any writing or other preparation in any form, including a work of fiction, that contains or purports to contain any SAP or description of activities that produce or relate to SAP or that I have reason to believe are derived from SAP, that contemplate disclosing to any person not authorized to have access to SAP or that I have prepared for public disclosure. I understand and agree that my obligation to submit such preparations for review applies during the course of my access to SAP and thereafter, and I agree to make any required submission prior to disclosing the preparation with, or allowing it to, anyone who is not authorized to have access to SAP. I further agree that I will not disclose the contents of such preparation to any person not authorized to have access to SAP until I have received written authorization from the Department or Agency that authorized my SAP access (if not set on the review).
5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the preparation submitted pursuant to paragraph 4 sets forth any SAP. I further understand that the Department or Agency to which I have made a submission will act upon it, concurring with the SAP community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.
6. I have been advised that any breach of this Agreement may result in the termination of my access to SAP, removal from a position of special confidence and trust requiring such access, or termination of other relationships with any Department or Agency that provides me with access to SAP. In addition, I have been advised that any unauthorized disclosure of SAP by me may constitute a violation of United States criminal laws, including the provisions of Sections 793, 794, and 852, Title 18, United States Code, and Section 783(a), Title 50, United States Code. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any such violation.
7. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs and reasonable attorney fees incurred by the United States Government may be assessed against me if I lose such action.
8. I understand that all information to which I may claim access by signing this Agreement is now and will remain the property of the United States Government unless and until otherwise determined by an appropriate official of a court of law. Subject to such determination, I do not now, nor will I ever, possess any right, interest, title, or claim whatsoever to such information. I agree that I shall return all materials that may have come from my possession or for which I am responsible because of such access, upon demand by an authorized representative of the United States Government or upon the termination of my employment or other relationship with the United States Government and I will provide me access to such materials. If I do not return such materials upon request, I understand this may be a violation of Section 793, Title 18, United States Code.
9. Unless and until I am released in writing by an authorized representative of the Department or Agency that provided me the access (identified on the reverse) to SAP, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to SAP, and at all times thereafter.
10. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of the Agreement shall remain in full force and effect. This Agreement concerns SAP and does not set off or alter other conditions and obligations not related to SAP, as may now or hereafter pertain to my employment by or assignment to or relationship with the Department or Agency.
11. I have read the Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 852 of Title 18, United States Code, and Section 783(a) of Title 50, United States Code, and Executive Order 12958, as amended, so that I may read them at the time, if I so choose.
12. I hereby assign to the United States Government all rights, if it so chooses, and all royalties, remuneration, and emoluments that have resulted, will result, or may result to me in any disclosure, publication, or revelation not consistent with the terms of this Agreement.
13. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order 12958, Section 7211 of Title 5, United States Code (governing disclosures to Congress), Section 1034 of Title 18, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosures by members of the Military), Section 2322 (a)(9) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Reform and Protection Act of 1982 (50 USC 421) (a)(2)(A) (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Section 661, 793, 794, 798, and 852 of Title 18, United States Code, and Section 783(a) of Title 50, United States Code. The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
14. This Agreement shall be interpreted under and in conformance with the law of the United States.
15. I make this Agreement without any mental reservation, purpose of evasion, and in absence of duress.
16. I further understand that by accepting access to this Special Access Program I may be required to and I will voluntarily take a polygraph examination which will be limited to counterintelligence or other counterespionage questions.
17. I agree to the stipulations contained in the above agreements prior to receiving a program-specific specific briefing.

18a SIGNATURE



b. DATE (MM/DD/YY)

06/04/19

19. WITNESS AND ACCEPTANCE

The Secretary of the Agreement was

a. SIGNATURE

b. DATE (MM/DD/YY)

20190604

SAP Form 2, JAFAN Edition "Special Access Program Indocctrination Agreement," December 2007 PREVIOUS EDITIONS ARE OBSOLETE

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SECURITY BRIEFING / DEBRIEFING ACKNOWLEDGMENT

[REDACTED]

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

(Special Access Programs by Initials Only)

[REDACTED]
SSN (See Notice Below)

Roysdon, Paul Franklin

Printed or Typed Name

[REDACTED]
Organization

BRIEF

Date 06/04/19

I hereby acknowledge that I was briefed on the above SAP(s):


 Signature of Individual Briefed

DEBRIEF

Date 2020 08 26

Having been reminded of my continuing obligation to comply with the terms of this Agreement, I hereby acknowledge that I was debriefed on the above SAP(s):


 Signature of Individual Debriefed

I certify that the briefing presented by me on the above date was in accordance with relevant SAP procedures.


 Signature of Briefing Officer

JOSEPH SOLOMON

Printed or Typed Name

[REDACTED]
SSN (See Notice Below)

AFLCMC/HNC-DOS

Organization (Name and Address)


 Signature of Debriefing Officer

Allen T. Beall

Printed or Typed Name

[REDACTED]
SSN (See Notice Below)
 OSI PJ Det 8 OL-B JBSA-Lackland, TX
 Organization (Name and Address)

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. §7311 and applicable DoD Directives / Executive Orders

PRINCIPAL PURPOSE(S): To obtain accountability information for managing employee access to special access program (SAP) information and to document individual SAP access briefings and debriefings.

ROUTINE USE(S): None

DISCLOSURE: Disclosure of the information is voluntary for the individual being briefed or debriefed and the official performing the briefing or debriefing. However, failure of the aforementioned individuals to provide the requested information may delay the briefing or debriefing. In addition, failure of the individual being briefed to provide the requested information may result in his or her being declared ineligible for access to SAP information.

SAP Format 2, JAFAN Edition "Special Access Program Indoctrination Agreement," December 2007 PREVIOUS EDITIONS ARE OBSOLETE

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JA-20190326-2-401918

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PROGRAM ACCESS REQUEST				
1. Program Name		2. Access Level		3. Date Requested (YYMMDD) 26-Mar-2019
4. Last Name, First Name, Middle Initial Rovsdon, Paul F.		5. Rank/Grade Gov't Civilian (Do)	6. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7. SSAN 625-71-4481
8. Date of Birth (YYMMDD) 10-Mar-1981	9. City/State/Country of Birth Mission Viejo/California/United States		10. <input type="checkbox"/> Military <input checked="" type="checkbox"/> Civilian <input type="checkbox"/> Contractor <input type="checkbox"/> Consultant	11. SAP DD-364 / Consultant Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
12. Job Title PhD		13. <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Temporary (Period of access) <input type="checkbox"/> Part Time (From: _____ To: _____)		
14. Organization/Company Name NSA DO		15. Assignment/Job Location (City & State) San Antonio		16. Command/Facility/CAGE Code (If any) NSA
17. Security Clearance SCI-DCID 6/4	18. Granted By NSA	19. Date Granted (YYMMDD) 21-Mar-2017	20. Investigation Type SSBI	21. Conducted By NSA
22. Security Investigation Status (Joint Personnel Adjudication System (JPAS) or Scattered Castles (SC) check) <input type="checkbox"/> In Progress (Date Initiated/Submitted: _____) (YYMMDD) (Include additional information in the "Remarks" section below as needed) <input type="checkbox"/> Out-of-Scope (Approval: _____) Date: _____ (YYMMDD) <input checked="" type="checkbox"/> Current		23. Security Clearance Database Check Conducted By: Rany Nany Date Checked: 27-Mar-2019 (YYMMDD) <input type="checkbox"/> Acceptable JPAS results <input checked="" type="checkbox"/> Acceptable Scattered Castles results <input type="checkbox"/> Unacceptable JPAS results <input type="checkbox"/> Unacceptable Scattered Castles results (Include additional information in the "Remarks" section below as needed)		
24. Justification (UNCLASSIFIED) Include detailed justification as to how this candidate will materially contribute to the program. (Continue on separate sheet if necessary) Dr. Rovsdon is				
25. Billet Number (If any):				
26. Requester (Government/Contractor) (Mandatory)				
Typed Name/Title/Organization SAF/AQLE		Signature Signed By		Telephone Number 2027673992
27. SAP Personnel Security Official (SPO) (Mandatory)		Signature Signed By		Date (YYMMDD) 26-Mar-2019
Typed Name/Title/Organization SAF/AQLPJ		Signature Signed By		<input type="checkbox"/> Eligible <input checked="" type="checkbox"/> Needs Additional Review Date (YYMMDD) 27-Mar-2019
28. Additional Coordination (As Necessary)				
SAF/AAZ		Signature Signed By		<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-Concur Date (YYMMDD) 08-May-2019
29. Additional Coordination (As Necessary)				
OUSD(I) SAPCO		Signature Signed By		<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-Concur Date (YYMMDD) 23-Apr-2019
30. Government SAP Security Officer/Contractor Program Security Officer (GSSOC/PSO) (As Necessary)				
Typed Name/Title/Organization		Signature		<input type="checkbox"/> Concur <input type="checkbox"/> Non-Concur Date (YYMMDD)
31. Government/Contractor Program Manager (GPM/CPM) (As Necessary)				
Typed Name/Title/Organization SAF/AQLE		Signature Verified By		<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-Concur Date (YYMMDD) 03-Apr-2019
32. Program Security Officer (PSO) (Mandatory)				
AFOSI PJ DET 8/OL-B		Signature Signed By		<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Non-Concur Date (YYMMDD) 26-Mar-2019
33. SAP Control Office (SAPCO) (Government Only) (As Necessary)				
Typed Name/Title/Organization		Signature		<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date (YYMMDD)
34. Access Approval Authority (AAA) (Government Only)				
Typed Name/Title/Organization SAF/AAZ		Signature Signed By		<input checked="" type="checkbox"/> Access Approved <input type="checkbox"/> Access Disapproved Date (YYMMDD) 08-May-2019
35. Remarks/Restrictions (CONTINUE ON SEPARATE SHEET IF NECESSARY) REMARK: NSA DO, (Continued in Comments)				
Classified By: Derived From: Declassify On: (per FSI dated 20080330)				

Program Access Request (PAR) – November 20, 2014 (Previous Editions are Obsolete)

Privacy Sensitive (when filled-in) – Any misuse or unauthorized disclosure may result in either civil or criminal penalties. Information contained is protected by the Privacy Act of 1974, U.S.C.

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EXHIBIT 4

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CONTINUATION OF PAR FOR: Roysdon, Paul Franklin

PROGRAM NAME / ACCESS LEVEL:

Additional Reviewers -

Additional Coordination: SAF/AQLPJ Date: 03-Apr-2019 Concur: [X] Non-Concur:
[]

Signed By:

Additional Remarks -

U : On 28-Mar-2019 said:

JPAS valid; Justification for SAP access suitable; DCII favorable; PSR concurs.
PSR, AFOSI PJ Det 8 OL-B, 28 Mar 19.

U : On 27-Mar-2019 said:

PSQ 3/19/19 w/Fm Trvl to France, Switzerland

JA-20190326-2-401918

*NOTICE: The Privacy Act of 1974, U.S.C. 552a, requires that Federal agencies inform individuals, at the time information is collected from them, whether the disclosure is mandatory or voluntary, for what authority such information is collected, and what uses will be made of the information. You are hereby advised that authority for collecting your Social Security Number (SSN) is contained in the Social Security Act (SSA) and the Social Security Administration (SSA) regulations. The SSA requires that you provide your SSN to the SSA and to the information indicated here to be processed.

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EXHIBIT 4

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US0000056



**DEPARTMENT OF THE AIR FORCE
OFFICE OF SPECIAL INVESTIGATIONS**

23 Sep 22

MEMORANDUM FOR RECORD

FROM: HQ OSI/IG
27130 Telegraph Road
Quantico, VA 22134

SUBJECT: Hotline Completion Report

1. DoD Hotline case number: [REDACTED]

2. ACTS case number: [REDACTED]

3. Allegation(s)

a. Allegation:

(1) (1) Name, rank, and organization of subject: Maj WILLIAM MCVIEGH, Secretary of the Air Force for Acquisition, Technology, and Logistics (SAF/AQL), Pentagon, VA

(2) Description of the violation: Retaliation

(3) Date when the violation occurred: 14 Aug 20

(4) Where the violation occurred: JBSA-Lackland, TX

(5) Law, rule, or regulation violated: 10 US Code § 932 Article 132. Retaliation

(6) Finding: Not Substantiated

(7) Analysis: In FYI 19, Dr. PAUL ROYSDON, National Security Agency (NSA), JBSA- Lackland, TX, briefed the Fibonacci program at the TOP SECRET level to AFLCMC/HNCO and SAF/AQL, while employed by the NSA. The NSA decided not to fund this program, and the program was then funded by SAF/AQL as a [REDACTED] project with unclassified components. At the time, ROYSDON was a government employee providing advice and guidance under the government.

Starting in FYI 19, Civ DAN BROWN, JBSA-Lackland, TX brought ROYSDON on board to support the Fibonacci program as a Technical Subject Matter Expert (contractor) and as a subcontractor under Global Info Tech Inc. (GITI). GITI held an Air Force Research Laboratory (AFRL) ACT2 prime contract. ROYSDON maintained his government position at the NSA. ROYSDON stated on 18 Aug 20, he obtained an Office

"Eyes of the Eagle"

EXHIBIT 5

Page 1 of 3

**DEPARTMENT OF THE AIR FORCE
OFFICE OF SPECIAL INVESTIGATIONS**

of General Council (OGC) letter providing agreement for the project to be worked. ROYSDON was cleared as a government employee to [REDACTED], but not as a contractor. ROYSDON's Limited Liability Company (LLC) did not have a Field Security Officer (FSO), DD254, and cage code that would allow him contractor SCI and program access. ROYSDON's work as a government employee included [REDACTED] discussions about the Fibonacci program.

ROYSDON was notified to stop work as an independent contractor since he was a government employee with the NSA. ROYSDON was informed he was allowed to continue supporting the project as a government employee under the NSA. However, ROYSDON informed ALFCMC/HNCO on 20 Aug 20 that he is was planning to resign from NSA.

ROYSDON completed a DoD IG complaint on 6 May 22. ROYSDON believed he was dismissed and debriefed from the program due to negligent conduct of Maj WILLIAM MCVEIGH, SAF/AG, Pentagon, DC and SA ALLEN BEALL, HAF, PSO, Pentagon, VA. ROYSDON believed SA BEALL and MCVEIGH reported ROYSDON as an insider threat and opened an unauthorized OSI investigation.

A review of the Investigative Information Management System (I2MS) and Classified Investigative Information Management System (CI2MS) revealed no records on file for ROYSDON.

MCVEIGH was the PM for the Fibonacci program while he was stationed at JBSA-Lackland, TX. Based on financial records, ROYSDON was paid \$750,000.00 for his services as an independent contractor. Although ROYSDON was brought on to work on the Fibonacci program as a contractor, he would work on the program during normal work hours while he was employed by the NSA. ROYSDON was removed from the program due to his affiliation as a government employee and his contractor status. MCVEIGH instructed SA BEALL to debrief ROYSDON from the program (Agent Note: SA BEALL was not interviewed due to his untimely passing in August 2022). MCVEIGH only had ROYSDON removed and debriefed from the program but did not report him as an insider threat. MCVEIGH provided all documentation and email correspondence related to ROYSDON being removed from the program due to his misrepresentation as a contractor and NSA employee.

(8) Corrective actions: N/A

4. Security clearance actions: None

5. Location of report of inquiry or working papers: OSI PJ Detachment 9, Joint Base Anacostia-Bolling, DC

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EXHIBIT 5

Page 2 of 3

**DEPARTMENT OF THE AIR FORCE
OFFICE OF SPECIAL INVESTIGATIONS**

6. Investigation officer identification data:

- a. Rank & Name: SA CHRISTOPHER WEBB
- b. Organization: OSI PJ Detachment 9
- c. Duty location: JBAB, DC
- d. Telephone number: [REDACTED]
- e. Email address: [REDACTED]

7. I certify that I complied with the Quality Standards for Hotline Inquiries in DOD Instruction 7050.01.

WEBB.CHRISTOPHER.12972
HER.RYAN.12972
31371

Digitally signed by
WEBB.CHRISTOPHER.12972
97231371
Date: 2022.09.23 10:00:04
-04'00'

Christopher Webb, Special Agent
OSI PJ Det 9, JBAB, DC

DoD Hotline Coordinator's identification data:

- a. Rank & Name: [REDACTED]
- b. Organization: AFOSI/IGQ
- c. Duty location: 27130 Telegraph Road, Quantico VA, 22134
- d. Telephone number: [REDACTED]
- e. Email address: [REDACTED]

"Eyes of the Eagle"



DEPARTMENT OF THE AIR FORCE
AIR FORCE LIFE CYCLE MANAGEMENT CENTER (AFLCMC)
CRYPTOLOGIC AND CYBER SYSTEMS DIVISION
JOINT BASE SAN ANTONIO-LACKLAND, TEXAS 78243-7081

22 September 2020

MEMORANDUM FOR AFLCMC/HNCO

Attn: Lt Col Jared M. Ekholm

FROM: AFLCMC/HNCKC

3133 General Hudnell Dr., Suite 210
San Antonio, TX 78226-1885

SUBJECT: Inquiry of Security Incident

1. Authority. An inquiry was conducted under the authority of your letter, DoDM 5205.07V1, DoD Special Access Program (SAP) Security Manual; DoDM 5200.1V3, DoD Information Security Program; AFI 16-1404, Air Force Information Security Program and Unauthorized Disclosure of Classified Information or Controlled Unclassified Information on DoD Information Systems.

2. Matters Investigated. The basis of this inquiry entails the alleged failure to follow proper industrial security procedures and guidelines for the reporting of and obtaining the required acknowledgement of a sub contractual relationship. The scope of my inquiry was limited to Dr. Paul Roysdon's access to classified information while performing as a subcontractor to Global InfoTeck (GITI) on the FB project under the Air Force Research Laboratory's (AFRL) Excalibur contract.

3. Personnel Interviewed.

- a. GG-14, Mr. Daniel D. Brown, AFLCMC/HNCRYD
- b. GG-12, Mr. Richard A. Ranft, AFLCMC/HNC-DOS
- c. Major William M. McVeigh, AFLCMC/HNCO

4. Findings. Testimony provided to and observations of the inquiring official revealed:

a. Maj McVeigh indicated that Dr. Roysdon was the Chief/Lead Data Scientist for National Security Agency (NSA)-Texas, prior to his resignation. I obtained email traffic from Ms. Tanya Marcina, Cyber Assurance Branch, AFRL that describes Dr. Roysdon's NSA duties as building a data science team, training and equipping them with the tools they need to solve mission problems in Enterprise Discovery Operations.

b. Moreover, Maj McVeigh mentioned that Dr. Roysdon was/is also a subcontractor to the prime contractor GITI for FB, an effort funded by AFLCMC/HNCO. In this capacity, Dr. Roysdon performed as a sub-contractor to GITI for unclassified mathematics consultant services. Because Dr. Roysdon's work was unclassified, there was no DD Form 254/SCI nomination for Dr. Roysdon under the GITI prime contract for FB.

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c. Mr. Dan Brown, Cyber Engineer, stated that Dr. Roysdon briefed the FB concepts to the Air Force due to NSA lack of interest. Sometime in Fiscal Year 2019, after the AF funded FB, Dr. Roysdon began work as a sub-contractor consultant to GITI while maintaining his position with NSA-Texas as Chief/Lead Data Scientist. On multiple occasions, as an NSA official, Dr. Roysdon has given/attended classified briefings on the status of FB which is the same effort that he performs mathematics consultant services as a sub-contractor to GITI. However, as a NSA official, Dr. Roysdon maintained the proper security clearance for access to the above mentioned program.

d. Finally, discussion with Mr. Richard Ranft, Government SAP Security Officer, revealed that Dr. Roysdon had visited the Cyber Warfare Mission Systems Program Office on multiple occasions. However, each occasion was as an official NSA government employee with the proper security clearance for access to the above mentioned program.

5. Conclusion. As a result of the testimony and personal observations, it is concluded that:

a. Pursuant to DoDM 5200.01-V3, DoD Information Security Program: Protection of Classified Information, dated July 28, 2020 and Standard Operating Procedures, AFLCMC/HNCO: AF-19-005, dated April 2, 2019 security incidents are a failure to comply with security regulations that could result in a security violation of security infraction. Furthermore, a security violation is defined as any incident that involves the loss or suspected compromise of classified material or probable disclosure of such material to an unauthorized person. While a security infraction is any other incident that is not in the best interest of security, which does not involve loss, compromise, or suspected compromise of classified material.

a. Dr. Roysdon when accessing classified program information was acting in an official capacity as an NSA employee with the proper clearances. Conversely, when acting in the capacity as a sub-contractor Dr. Roysdon did not need nor have access to classified information as indicated by AFRL. Therefore, no compromise of classified information occurred.

6. Recommendations. No corrective actions recommended to prevent future incidents as no incident occurred. This inquiry met the criteria of neither a security violation nor security infraction and should not be classified as such.

BREMER.RICHARD
 .R.1093571386
 RICHARD R. BREMER, GG-14, DAF
 Inquiry Official

Digitally signed by
 BREMER.RICHARD.R.1093571386
 Date: 2020.09.22 10:19:52 -05'00'

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

DR. JOHN ROE,)	
)	
Plaintiff,)	
)	
VS.)	CIVIL ACTION
)	NO. 5:22-CV-00869-JKP-HJB
UNITED STATES OF AMERICA,)	
et al.,)	
)	
Defendant.)	

ORAL AND VIDEOTAPED DEPOSITION OF DANIEL D.S. BROWN

MARCH 24, 2025

VOLUME 1

CONFIDENTIAL

ORAL AND VIDEOTAPED DEPOSITION OF DANIEL D.S.

BROWN, produced as a witness at the instance of the PLAINTIFF, and duly sworn, was taken in the above-styled and numbered cause on March 24, 2025, from 10:02 a.m. to 5:11 p.m., before Marta M. Johnson, CSR No. 10743, in and for the State of Texas, reported by machine shorthand, at the law offices of Hendley & Hodges Law PLLC, 4594 US Highway 281 N, Spring Branch, Texas 78070, pursuant to the Federal Rules of Civil Procedure, and the provisions stated on the record or attached hereto.

Daniel D.S. Brown
March 24, 2025

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APPEARANCES

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MR. LANCE HENRY, ESQ.

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EXHIBIT 7

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APPEARANCES CONTINUED

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ALSO PRESENT:

Mario Koole - Videographer
Paul Roysdon - Plaintiff
Rebecca Bradshaw - Paralegal

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1 THE VIDEOGRAPHER: This is the start of the
2 deposition of Daniel Brown. Today's date is March 24,
3 2025. The time on record is 10:02 a.m.

4 We're here in the case of Dr. John Roe
5 versus the United States of American, et al., in the
6 U.S. District Court, Civil Action Number
7 522-CV-00869-JKP-HJB.

8 We're located at the offices of Hendley &
9 Hodges, 2594 U.S. Highway 281 North in Spring Branch,
10 Texas.

11 The court reporter is Marta Johnson. I'm
12 the videographer, Mario Koole, both on behalf of Koole
13 Court Reporters of Texas.

14 Will counsel please state your appearances
15 and then the court reporter will swear in the witness?

16 MR. WAREHAM: Starting with Plaintiff,
17 Jason Wareham, W-a-r-e-h-a-m, lead counsel.

18 MR. HODGES: John Hodges, also appearing on
19 behalf of the plaintiff.

20 MR. HENRY: Lance Henry.

21 (Brief interruption.)

22 MR. WAREHAM: Oh, okay. Okay. AI. What
23 in the world? Pardon me. That's great. Thanks for
24 sharing.

25 MR. GREEN: Siri would also like to

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1 introduce themselves.

2 MR. WAREHAM: Yeah. Apparently, AI wants
3 us to know they're here.

4 MR. HODGES: Siri entering their
5 appearance.

6 MR. WAREHAM: Exactly. All right. Lance,
7 do you want to do that again?

8 MR. HENRY: Lance Henry.

9 MR. SKINNER: Good Afternoon,
10 Reginald Skinner, U.S. Department of Justice, for the
11 defendants.

12 MS. SEEMAN: And Katrina Seeman, same.

13 MR. GREEN: And Robert Green for the
14 defendants.

15 MR. BARRERA: I'm Bobby Barrera for
16 Mr. Dan Brown individually, not a party to the
17 litigation.

18 DANIEL D.S. BROWN,
19 having been first duly sworn, testified as follows:

20 EXAMINATION

21 BY MR. WAREHAM:

22 Q. All right. Now, I'm not usually in this chair,
23 so do you guys usually give the long form instruction?
24 Like -- or is that -- where you guys are good? Kind of
25 leave it up to me? Okay. Great.

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1 Well, Mr. Dan Brown, I introduced myself.
2 My name is Jason Wareham. I'm the lead counsel for
3 Plaintiff. We -- we're going to go through a deposition
4 today. Have you ever sat for a deposition before?

5 A. No.

6 Q. All right. Well --

7 MR. BARRERA: You need to speak loudly and
8 clearly so --

9 THE WITNESS: Oh.

10 MR. WAREHAM: Yeah.

11 MR. BARRERA: -- she can take down your
12 words.

13 THE WITNESS: No.

14 Q. (BY MR. WAREHAM) Okay. That -- a deposition
15 is a set of, essentially, formal questions and
16 interviews under oath where we attempt to develop
17 information relevant to our case or that might lead to
18 relevant information.

19 It's important that as I'm asking you
20 questions, if you don't understand the question I'm
21 asking, please ask me to clarify. Okay? And please,
22 you know, express how I can reshape the question so you
23 can better understand.

24 The big, I think, elephant in the room for
25 you is that some of the information that is -- that is

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1 relevant to us that's part of your job may tread into or
2 close to classified information.

3 To give you very clear instructions on
4 that, this is an unclassified, obviously, environment.
5 I actually carry a clearance as well. I do clearance
6 litigation. We are not intending to get close to or
7 evoke classified information whatsoever.

8 So in the event that you feel on your
9 estimation and your understanding of the classification
10 guides as you've read them, that we're getting anywhere
11 close to that, you know, please -- please indicate that
12 if you can, either -- or if it's such a way that you
13 need to neither confirm nor deny, right, the phrasing --
14 that -- that is appropriate, that is completely fine.
15 But we're not trying to elicit any form of classified
16 information.

17 Do you understand that?

18 A. Yeah.

19 Q. Okay. As far as the rest of it, if -- you may
20 experience throughout this process that if I ask a
21 question the -- the fine Department of Justice lawyers
22 here may enter an objection. If they do object, wait
23 until we kind of record that for the record so we're not
24 stepping on each other so that the record is very clear.
25 Unless -- for most objections, the objection will be

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1 lodged and then we'll just continue with the
2 questioning.

3 Does that make sense?

4 A. (Witness nods affirmatively.)

5 Q. Okay. Any questions before I continue?

6 A. (Witness nods negatively.)

7 Q. All right. And that's a "no"?

8 A. No.

9 Q. Sorry.

10 MR. SKINNER: Jason --

11 Q. (BY MR. WAREHAM) For today's --

12 MR. SKINNER: -- Jason --

13 MR. WAREHAM: Go ahead.

14 MR. SKINNER: -- Jason this is

15 Reggie Skinner.

16 MR. WAREHAM: Yeah. Go ahead, Reggie.

17 MR. SKINNER: Just -- just a quick
18 housekeeping issue. So we cannot see you on our video
19 feed. I'm assuming that the witness can see you?

20 MR. WAREHAM: Yes. The witness can see me.
21 And if you'd like, I could join the Zoom call and -- and
22 you guys could see my -- my participation in that, if
23 you'd like.

24 MR. SKINNER: Yes. That would be
25 helpful --

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1 MR. WAREHAM: Okay.

2 MR. SKINNER: -- just so that there's no
3 crosstalk, that -- that would be helpful.

4 MR. WAREHAM: Sure. Give me a second. And
5 while I'm doing that, just to note, I do plan to take
6 plenty of breaks. If you do need to take a break,
7 please let us know. I plan about -- a break about an
8 hour or so. Just give me a second. Let me find --
9 calendar entry.

10 MR. SKINNER: Jason, while you do that --

11 MR. WAREHAM: Yeah.

12 MR. SKINNER: -- I just want to clarify one
13 point that you very helpfully -- helpfully made with
14 respect to any question from any counsel, Mr. Brown,
15 today, that could potentially in your mind call for the
16 disclosure of classified information, if you are asked a
17 question that in your mind calls for the divulging --
18 the disclosure of classified information, we're going to
19 rely on you to give us a signal, whether it's raising
20 your hand or -- or just simp- -- simply audibly telling
21 us that question potentially calls for the disclosure of
22 protected national security information.

23 In that event, counsel for the government
24 will lodge an appropriate objection. I see that you are
25 represented by counsel today. Your counsel may also put

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1 an objection on the record just so the record is clear.

2 Do you have any questions about that or is that clear?

3 THE WITNESS: That's clear.

4 MR. BARRERA: Do you want to make that
5 statement now?

6 THE WITNESS: No, that's okay.

7 MR. BARRERA: Okay.

8 MR. WAREHAM: All right. All right.

9 Reggie, you should be able to see me now.

10 MR. SKINNER: Yes, I can see you. Thank
11 you very much.

12 MR. WAREHAM: No problem.

13 Let's see. Is there anything else we have
14 to cover? No.

15 Q. (BY MR. WAREHAM) So we'll just start with some
16 introductory, kind of background for the record. Who
17 you are, current title, you know, past employment, that
18 kind of thing. And then we'll -- we'll eventually move
19 into discussions more germane to the case. And I think
20 we're otherwise ready to go. Anything else we should --
21 no.

22 All right. So could you please state your
23 full name for the record, spelling your last name?

24 A. Daniel D.S. Brown, B-r-o-w-n.

25 Q. All right. And what is your current title and

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1 employment?

2 A. I'm an engineer -- or lead engineer for the
3 section in Air -- AFLCMC, Air Force Life Cycle
4 Management Center.

5 Q. Okay. And there's a term --

6 MR. SKINNER: I want to --

7 MR. WAREHAM: Go ahead.

8 MR. SKINNER: I want to object. But I just
9 need to ask the witness to -- he has hands covering his
10 mouth.

11 THE WITNESS: Oh.

12 MR. SKINNER: So it makes it a little bit
13 difficult to make out everything he's saying. So, you
14 know -- thank you, Mr. Brown. I understand this is not
15 the most comfortable thing to be doing on a Monday
16 morning. But, yeah, if you could just make sure that we
17 can hear everything that you're saying. Thank you.

18 MR. WAREHAM: Yeah.

19 MR. HODGES: Reggie, are you having any --
20 this is John Hodges. Are you having any trouble hearing
21 the witness?

22 MR. SKINNER: Not volumewise, you know. I
23 can -- we can definitely hear him.

24 MR. HODGES: Okay. Thank you.

25 MR. SKINNER: The volume is good.

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1 MR. HODGES: Okay. Thank you.

2 MR. SKINNER: But the audio is slightly --
3 is slightly horrible.

4 MR. WAREHAM: Okay.

5 Q. (BY MR. WAREHAM) To the best degree you can,
6 speak slowly and loudly. Make sure that everybody gets
7 to hear. I know we've got some remote people, so I
8 appreciate that.

9 So you said your current title -- or your
10 current title is engineer with the Air Force Life Cycle
11 Management Center?

12 A. Yeah. Or it could be lead engineer --

13 Q. Okay.

14 A. -- for life cycle. Yeah.

15 Q. And just so I understand the terms a little
16 better. There's -- there's an acronym going around,
17 HNCO, along with the Air Force Life Cycle Management
18 Center. Can you tell me what HNCO means?

19 A. I don't think it stands for anything.

20 Q. Okay. It's just -- what -- what does it
21 represent?

22 A. A unit, organization.

23 Q. Okay. And is HNCO within the Air Force Life
24 Cycle Management?

25 A. Yeah.

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1 Q. Okay. And -- and --

2 A. It's a branch.

3 Q. It's a branch.

4 Do you know what their role is or what
5 their --

6 A. I can't talk about that.

7 Q. Okay. So have you discussed -- besides with
8 your counsel, have you discussed this deposition with
9 anyone else?

10 A. No.

11 Q. All right. You haven't discussed -- have you
12 discussed the facts kind of at issue with respect to
13 Dr. Roysdon with anyone else?

14 A. No.

15 Q. Do you have any medication or memory-affecting
16 issues that -- that you might be under the influence of
17 right now?

18 A. I mean, I have sleep apnea.

19 Q. Okay.

20 A. Yeah. And that's --

21 Q. And is there anything that would actually
22 actively impact your ability to, like, fairly recall
23 things or just...

24 A. I mean, I don't sleep well sometimes, but -- so
25 I don't like talking about things in this environment.

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1 Q. Yeah.

2 A. Threading the needle, this isn't a good way to
3 do this.

4 Q. Yeah. Let me -- let me just --

5 A. Threading the needle isn't good for us to do.
6 We're taught not to thread the needle, so...

7 Q. Yeah.

8 Well, let me acknowledge that -- that no
9 one finds this comfortable. I've been in your situation
10 before. I didn't find it comfortable. I will try to
11 make this as painless as possible and -- and ensure that
12 your -- that you leave here without concerns that you --
13 you didn't thread the needle; right? Okay?

14 And to that -- that -- that point -- so to
15 go back to the memory impairments. Nothing right now is
16 impairing your ability to remember or -- or --

17 A. I mean, I have sleep apnea so this -- you know,
18 it's a cumulative effect.

19 Q. Okay. Do you think you're impacted by that in
20 this --

21 A. I don't know. It's hard to say.

22 Q. Okay.

23 A. I've never had to thread the needle like this.

24 Q. Okay. Are you prepared, as best as you can, to
25 give truthful testimony?

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1 A. Of course.

2 Q. Okay. Well, on that front, it was shared with
3 us that you have some concerns around potential
4 retaliation against you at the Air Force Life Cycle
5 Management Center for what you share with us today. Can
6 you describe what that is?

7 A. Not retaliation, just --

8 MR. SKINNER: Object to form.

9 THE WITNESS: Not retaliation --

10 MR. SKINNER: Object to form.

11 MR. BARRERA: Go ahead.

12 Q. (BY MR. WAREHAM) Okay. Go ahead.

13 A. Not retaliation, but just having to talk about
14 information like this, because I'm not supposed to
15 thread the needle.

16 Q. Okay.

17 A. Yeah.

18 Q. And can you expound on that?

19 A. We're not supposed to talk about classified
20 information or talk around classified information. So
21 you're putting me in a very difficult situation asking
22 questions that -- about my job. So, I mean, I -- I
23 shouldn't even have to talk about this stuff in an
24 unclassified setting.

25 Q. Okay. Are you concerned that any communication

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1 about your job would tread into classified information?

2 A. Well, it can. I mean, it depends on what the
3 question is.

4 Q. Uh-huh.

5 Okay. So can you describe, as best you
6 can, in an unclassified way your duties and
7 responsibilities at Air Force Life Cycle Management
8 Center?

9 A. I provide technical advice on how projects are
10 going --

11 Q. Okay.

12 A. -- or technologies we're exposed to.

13 Q. All right. And how long have you done that?

14 A. I mean, roughly 2003.

15 Q. All at the Air Force Life Cycle Management
16 Center?

17 A. Different parts of the Air Force.

18 Q. Okay. What were the other parts of the Air
19 Force?

20 A. 90th.

21 Q. Excuse me?

22 A. 90th IOS.

23 Q. Okay. And can you describe kind of inf- --

24 A. Pretty much the same -- same capacity.

25 Q. All right. What was the unit, like, full name

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1 for 90th?

2 A. 90th IOS, Information Operation Center.

3 Q. Okay. And how long did you do that?

4 A. Oh, just what are -- I -- from -- ah, geez.

5 I'm not going to get the dates right. 2003 to 2013 or

6 so. I'm not -- I'm not going to get the dates right.

7 And then I worked at AFCERT for about a year and then I

8 went to Life Cycle Management Center.

9 Q. Okay. And in the Air Force Life Cycle
10 Management Center, what -- did you have any role with
11 respect to hiring or contracting?

12 A. At what?

13 Q. Hiring or contracting.

14 A. I'm an engineer, so I provide technical advice.

15 Q. All right. Have you ever been involved in
16 retaining contractors as part of that role?

17 A. What do you mean?

18 Q. Have you ever suggested that somebody present a
19 contract for contracting to Air Force Life Cycle
20 Management Center?

21 MR. SKINNER: Object -- object to form.

22 Q. (BY MR. WAREHAM) Go ahead.

23 A. Say it again.

24 Q. Have you ever suggested that someone present a
25 contract to Air Force Life Cycle Management Center?

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1 A. Present a contract?

2 MR. SKINNER: Object to form.

3 THE WITNESS: We don't ask people to
4 present contracts.

5 Q. (BY MR. WAREHAM) All right. How would you
6 describe it?

7 A. The government releases RFPs. At -- we --
8 people don't present a contract to the government.

9 Q. Okay.

10 A. I don't know. That's just a weird -- I've
11 never heard of that -- phrased that way.

12 Q. Okay. Have you been involved in creating --
13 actually, can you define what an RFP is?

14 A. Request for proposal.

15 Q. Okay. Have you been involved in drafting a
16 request for proposal with Air Force Life Cycle
17 Management Center?

18 A. Yeah.

19 Q. All right. And -- and what has been your role
20 in drafting RFPs?

21 A. Providing technical input.

22 Q. And when you say "technical input," can you
23 expound on that, what that looks like?

24 A. Oh, just like technical aspects of a contract.

25 Q. All right. Would that be setting the education

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1 standards required for a contractor or what specifics
2 would be technical aspects?

3 A. Scope.

4 Q. Okay.

5 A. Like, technical type of work sometimes.

6 Q. All right. So outlining a project, what a
7 project requires for a contractor?

8 A. I would -- I would assist in that -- in that
9 capacity.

10 Q. Okay. Where do you --

11 MR. SKINNER: Jason, I'm --

12 MR. WAREHAM: Go ahead.

13 MR. SKINNER: Jason, I'm sorry. I -- I
14 really don't want to interrupt your flow. But,
15 Mr. Brown, if I could please ask you to not speak with
16 your hand covering your mouth.

17 THE WITNESS: Oh.

18 MR. WAREHAM: And I'll try to remember
19 that, too, Reggie. Sorry. Yeah.

20 MR. SKINNER: It's okay. We're -- we're
21 remote, so --

22 MR. WAREHAM: Yeah.

23 MR. SKINNER: -- it's doubly hard for us
24 to -- to hear, especially when your hand's over your
25 mouth, Mr. Brown.

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1 MR. WAREHAM: Yeah.

2 MR. SKINNER: Thank you.

3 MR. WAREHAM: Yeah.

4 Q. (BY MR. WAREHAM) If possible, keeping the
5 hands away from the mouth would be -- would be, I'm
6 sure, an assistance to those watching. Okay?

7 A. (Witness nods affirmatively.)

8 Q. So going back to contracts. What other
9 involvement did you have in the contracting process?

10 A. That's the main one.

11 Q. Okay. So you would draft RFPs, you draft the
12 specifics within RFPs?

13 A. I -- I would help.

14 Q. Okay. You would draft the scope of work?

15 A. I would only assist.

16 Q. Okay. And were you ever in the decision
17 process of who should -- who should bid to those RFPs?

18 A. That's a long, convoluted process.

19 Q. Okay. Do you want to describe that process?

20 A. Gosh. You send an RFI out, request for
21 information.

22 Q. I think we're getting to where the hands are
23 blocking the mouth again. I apologize.

24 A. I -- you send a request for information to
25 vendors, they send data back, that helps perform the

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1 market research. And then that helps, like, let you
2 know what's out there for the market research. And then
3 there's an RFP. That's the main stuff, yeah.

4 Q. Okay. And after the RFP, if I'm not mistaken,
5 then contractors bid on that RFP by submitting a
6 proposal --

7 A. Yeah.

8 Q. -- is that the correct process?

9 A. Yeah.

10 Q. Okay. Were you ever involved in evaluating
11 bids that were made?

12 A. In my whole career?

13 Q. Yeah.

14 A. Yeah.

15 Q. Okay.

16 A. I guess. I -- yeah. I would think so. I...

17 Q. How about for Air Force Life Cycle Management
18 Center?

19 A. I don't believe in an RFP.

20 Q. Sorry.

21 A. I do not believe so in an RFP.

22 Q. Okay. You didn't evaluate any --

23 A. I'm not --

24 Q. -- proposals, to your recollection?

25 A. I don't -- I don't believe so. I can't talk

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1 about some certain things, though.

2 Q. Sure. I'm not asking --

3 A. There's some -- there's some things I can't
4 discuss.

5 Q. Okay. I'm not asking for specifics of
6 contracts, just your involvement in the process.

7 A. I don't think so.

8 Q. Okay. Were you involved -- well, actually,
9 let's -- yeah.

10 Did you have any involvement in -- now, for
11 the record I'm going to say Dr. Roe, as this transcript
12 may end up being used later in some court process.
13 Okay? And we've -- we've filed what's called pseudo
14 anonymously in court to protect Dr. Roe's identity.

15 Now, for this moment, Dr. Roe is
16 Dr. Roysdon. Do you know who that is?

17 A. (Witness nods affirmatively.)

18 Q. Okay.

19 A. Yeah.

20 Q. How do you know Dr. Roe?

21 MR. SKINNER: The witness nodded. I didn't
22 hear a verbal answer.

23 Q. (BY MR. WAREHAM) All right. Could you please
24 answer that question again? Do you know Dr. Roe?

25 A. Yes.

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1 Q. Okay. How do you know him?

2 A. He was introduced at a meeting for work --

3 Q. Okay. When was that?

4 A. -- by Todd Jaspers.

5 Q. Okay. Do you remember when that was?

6 A. 2019. 2018. I'm not sure.

7 Q. Okay. And what was -- do you -- what do you
8 remember about the introduction?

9 A. That he presented his ideas.

10 Q. All right. And do you know what role he was
11 filling when he presented those ideas?

12 A. I don't know the official title. I'm...

13 Q. What did you understand it to be?

14 A. He's an AI guy, like, specialist.

15 Q. Okay. Did you understand him to be a member of
16 the government or --

17 A. Yeah.

18 Q. -- private person?

19 A. Government.

20 Q. Specifically, can you explain what you
21 understood?

22 A. NSA. He worked for NSA.

23 Q. Okay. And what was -- without disclosing any
24 classified material, in general, what was the purpose of
25 that meeting?

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1 A. To -- he presented his ideas.

2 Q. All right. Was it just about Dr. Roysdon or
3 were multiple people presenting ideas?

4 A. He presented his ideas.

5 Q. Okay. Okay.

6 A. It was just about his ideas.

7 Q. Okay. And who was in the room, to your
8 recollection?

9 A. I don't know. Just a ton of people.

10 Q. Can you name any of them?

11 A. Todd Jaspers.

12 Q. All right. Who else?

13 A. I don't know.

14 Q. Okay. You were, obviously, in the room?

15 A. Yeah.

16 Q. How long was the meeting, to your recollection?

17 A. Maybe an hour. I don't know.

18 Q. And do you remember how he was presented?

19 Like, "Hey, this is Dr. Roe who is going to share with
20 us X or Y thing"?

21 A. It was his ideas. I -- I don't want to talk
22 about what the ideas were.

23 Q. Sure.

24 But how was Dr. Roe presented? Was
25 somebody else presenting him or did he just stand up and

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1 start talking?

2 A. He was --

3 MR. SKINNER: Object to form.

4 THE WITNESS: -- probably introduced as an
5 AI expert. He was probably introduced as an AI expert,
6 I'm assuming.

7 MR. WAREHAM: And, Reggie, I'm not sure
8 that was recorded for the record. Did you have an
9 objection?

10 MR. SKINNER: Yes. I objected to the form
11 of the question.

12 MR. WAREHAM: Okay. Thank you.

13 MR. SKINNER: Can you guys hear us okay? I
14 do want to make sure that any objection is being...

15 MR. WAREHAM: Yeah. We can -- we can hear
16 you, but sometimes when we step on each other it -- it
17 doesn't quite come through until later.

18 MR. SKINNER: Got it.

19 And I'm going to ask again, Mr. Brown, if
20 you can speak clearly without the hands on the face.
21 And, you know, if you can maintain, you know, a level of
22 volume where we can hear you.

23 MR. WAREHAM: All right.

24 MR. SKINNER: I don't know, Mr. Wareham, if
25 you can help. I mean, that would be helpful. I don't

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1 know if we need to adjust his microphone or whatever,
2 but it's -- it's becoming an issue.

3 MR. WAREHAM: Okay. So you're having
4 trouble with volume?

5 MR. SKINNER: We're having trouble with
6 volume. Sometimes he'll start to mumble --

7 MR. WAREHAM: Okay.

8 MR. SKINNER: -- and talk inside himself.
9 So if he speaks up, we're going to be okay. But if the
10 hands are covering the mouth and he's mumbling, then
11 that's going to be an issue.

12 MR. HODGES: Reggie, we're going to move
13 the microphone that's connected to the Zoom, so maybe
14 that helps -- helps you with audio there in DC.

15 MR. WAREHAM: Okay.

16 MR. SKINNER: Thank you. Thank you, John.

17 MR. WAREHAM: Yeah. Let us know if we need
18 to make other changes. Let's see.

19 Q. (BY MR. WAREHAM) So going back to that
20 meeting. Not talking about what he presented, do you
21 remember somebody -- did he just stand up and start
22 talking or did somebody in the room introduce him?

23 A. Todd probably introduced him as an AI expert.

24 Q. Okay. And from 2019 forward to 2020, what was
25 your involvement with Dr. Roe?

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1 A. Golly, how do I say this? I don't -- I don't
2 know how to say it. Like -- I -- I don't know how to
3 say it. Like, is -- hmm. I -- I guess I -- I don't
4 know how to say that in a -- in an unclassified setting.

5 Q. Okay. Did you work with Dr. Roe?

6 A. Yeah.

7 Q. From 2019 to 2020?

8 A. Yeah.

9 Q. What role were you filling while working in
10 the -- with Dr. Roe during that time period?

11 A. I provided technical oversight for projects,
12 government projects.

13 Q. Okay. And what was Dr. Roe's role during that
14 time period?

15 A. He was -- originally he was the NSA rep for his
16 ideas.

17 Q. All right. And did that change? Did that --

18 A. Yes.

19 Q. Okay. How did that change?

20 A. He wanted to be a contractor under the Air
21 Force.

22 Q. Okay. And what was your knowledge about his
23 desire to be a contractor? How did you learn that?

24 A. He asked.

25 Q. Asked who?

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1 A. Me.

2 Q. All right. And why did he ask you?

3 A. I guess because I engaged with him the most.

4 Q. Okay. And --

5 MR. SKINNER: I'm sorry. I'm sorry.

6 THE WITNESS: I guess because I --

7 MR. SKINNER: Can you repeat your answer?

8 THE WITNESS: -- I engaged with him the
9 most.

10 Q. (BY MR. WAREHAM) All right. And --

11 A. I --

12 Q. Go ahead.

13 A. -- I said it wasn't my role to decide if he can
14 work as an Air Force contractor.

15 Q. Okay.

16 A. I said it's between his employer and the
17 contractor.

18 Q. Okay. And --

19 A. We're -- we're told not to direct -- we are
20 told in our -- in -- I don't -- I don't know exactly
21 what this is, but we're not supposed to ever direct a
22 contract -- a contract company on who to hire.

23 Q. Okay. Do you roughly recall when this
24 conversation was had?

25 A. 2020 I'm guessing. I -- I don't remember.

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1 Q. Okay. And do you know, did he -- do you know
2 why he wanted to be a contractor, according to you?

3 A. He wanted to work his projects.

4 Q. Okay. And were those --

5 A. And that's -- that's understandable.

6 Q. Were those projects -- again, not discussing
7 what they are -- were they projects that other
8 government areas were developing?

9 A. They were the -- his ideas that he presented.

10 Q. Okay. And do you know if anyone besides the
11 Air Force Life Cycle Management Center was interested in
12 his ideas?

13 A. I don't know.

14 Q. All right. Do you know -- do you have any
15 reason to know why he wanted his projects at Air Force
16 Life Cycle Management Center?

17 A. I guess because he wanted them pursued.

18 Q. Okay. Implying that they weren't being
19 pursued?

20 A. Yeah. I think, yeah, he did say --

21 MR. SKINNER: Form.

22 THE WITNESS: I -- I think he did say his
23 -- his current employer wasn't interested in it -- in
24 it.

25 Q. (BY MR. WAREHAM) Okay.

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1 A. Yeah.

2 Q. And so he comes to you and says "I want to
3 develop these at Air Force Life Cycle Management Center
4 as a contractor." What was -- what, if any, steps did
5 you take after that conversation?

6 A. Say -- say it again.

7 Q. So he has this conversation where he comes and
8 says "I want to be a contractor for Air Force Life Cycle
9 Management Center"; right?

10 A. (Witness nods affirmatively.)

11 Q. Okay. What, if any, steps did you take on that
12 desire?

13 A. I didn't do anything.

14 Q. You didn't do anything?

15 A. I -- I just said, "It's not my role."

16 Q. Okay.

17 A. It's the role between his employer, which was
18 NSA at the time, his government employer, and the
19 contract company.

20 Q. Okay.

21 A. It's not my role.

22 Q. All right. Did you want to work with Dr. Roe?

23 A. I -- I -- it didn't matter to me.

24 Q. It didn't matter to you whether or not Dr. Roe
25 was on the team or not?

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1 A. It's not my place to say.

2 Q. Okay. But you, personally, did you want to
3 work with him?

4 A. It's not my place to say. I -- like, it's not
5 like -- we're not -- we don't get involved with
6 contracting -- contractors' decisions and vendors'
7 decisions.

8 Q. Well, less to do with contract approval, did
9 you want Dr. Roe to work with you?

10 A. I'm ambivalent.

11 Q. Okay. Who were the -- to your knowledge, the
12 deciders or the decision-makers at Air Force Life Cycle
13 Management with respect to Dr. Roe's contract?

14 A. Are you talking --

15 MR. SKINNER: Object to form.

16 THE WITNESS: -- about hiring? Are you
17 talking about hiring?

18 Q. (BY MR. WAREHAM) Yeah.

19 The -- executing the contract, getting the
20 contract on board and him coming to work there?

21 MR. SKINNER: Object to form.

22 Q. (BY MR. WAREHAM) Go ahead.

23 A. I -- I don't -- I -- it wasn't --

24 MR. SKINNER: I have to object, Jason,
25 because the witness has just testified that there was

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1 not a contract. Maybe I'm misunderstanding your
2 question. If you can rephrase it.

3 MR. WAREHAM: Sure.

4 Q. (BY MR. WAREHAM) Did you ever -- did -- to
5 your knowledge, did Dr. Roe ever get a contract at Air
6 Force Life Cycle Management Center?

7 A. No.

8 Q. No? He was never contracted to work there?

9 A. It was an AFRL contract.

10 Q. Say that again.

11 A. It was an AFRL contract.

12 Q. What is that?

13 A. It's another agency in the Air Force. It's not
14 a Life Cycle Management Center contract.

15 Q. Okay. Did he ever work at Air Force Life Cycle
16 Management Center?

17 A. I -- I don't know. That's, like, a loaded --
18 like, he didn't have a contract with -- I -- I don't
19 believe he had a contract with Life Cycle Management
20 Center.

21 Q. Was he present in the spaces of Air Force Life
22 Cycle Management Center?

23 A. He did have access to the building.

24 Q. Okay. Did you see him at Air Force Life Cycle
25 Management Center?

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1 A. Yes.

2 Q. Did -- do you communicate with him as part of
3 Air Force Life Cycle Management Center?

4 A. Yes.

5 Q. Did he attend meetings as part of Air Force
6 Life Cycle Management Center?

7 A. As part of -- I mean, he did attend meetings
8 for the project.

9 Q. As part of Air Force Life Cycle Management
10 Center?

11 A. I guess so. I -- it's just, like, because his
12 contract's not with us, so --

13 Q. Sure.

14 A. -- I don't know how to phrase -- answer the
15 question.

16 Q. So regardless of whose contract it was with,
17 like, the enabling agency, he -- he attended Air Force
18 Life Cycle Management Center meetings as a contractor?

19 A. Yes.

20 Q. And same with working in the spaces for Air
21 Force Life Cycle Management Center as a contractor?

22 A. Yeah.

23 Q. Did he ever at any point hold himself out to be
24 present in any of those spaces as an NSA employee?

25 A. Yes.

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1 Q. When?

2 A. I -- I don't know.

3 Q. Before --

4 A. In a lot of meetings.

5 Q. All right. And what do you recollect about
6 that specifically?

7 A. I don't remember.

8 Q. Okay.

9 A. He -- he would -- yeah.

10 Q. So you just answered rather conclusively --

11 A. He was -- yeah.

12 Q. -- yes, and then couldn't remember. So can you
13 help me --

14 A. You're asking me to remember each time that he
15 represented himself. Like, how am I going to remember
16 that?

17 Q. Do you remember a time when he did so?

18 A. I guess the main date that's in the dep- -- in
19 the thing -- in the complaint or whatever it's called.
20 I don't know what it's called.

21 Q. Okay. The main date, do you know what date
22 that was?

23 A. He was dual-hatted. He had, like, a -- I don't
24 know. He would -- he would go to some high-level
25 meetings as an NSA employee.

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1 Q. Within Air Force Life Cycle Management Center?

2 A. I don't even know what that means. He was an
3 NSA employee. He went to high-level meetings as an NSA
4 employee.

5 Q. Were these the same meetings that the Air Force
6 Life Cycle Management Center was attending?

7 A. No.

8 Q. Okay. So he would attend meetings as an NSA
9 employee, but not the Air Force Life Cycle Management
10 Center meetings?

11 MR. SKINNER: Object to form.

12 THE WITNESS: No. He did -- he had
13 introduced himself as an NSA employee at some Life Cycle
14 Management Center meetings.

15 Q. (BY MR. WAREHAM) Okay. So just referring to
16 the, quote, high-level meetings that you just referred
17 to, he was not --

18 A. I wasn't at the high-level meetings.

19 Q. Okay. So you weren't -- didn't attend that?

20 A. I was just told of the high-level meetings.

21 Q. You were told about them?

22 A. Yes.

23 Q. Who were you told about them from?

24 A. Roysdon. These are Roysdon -- these are
25 meetings he attended in his NSA capacity.

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1 Q. Okay. Focusing on Air Force Life Cycle
2 Management Center meetings. Did he attend those as an
3 NSA employee?

4 A. Yes. Because he had, like -- he had, like,
5 connections in the community.

6 Q. Can you explain what that means?

7 A. He knew a lot of, like, things, other
8 affiliated things that might help.

9 Q. Okay. Did he get up in meetings and say "I am
10 here from NSA to say" --

11 A. I don't remember the exact, like -- I don't
12 remember exact, like, each time his verbiage when he
13 would present himself.

14 Q. Okay. But there were times where he attended
15 those meetings as a contractor; right?

16 MR. SKINNER: Object to form.

17 Q. (BY MR. WAREHAM) Go ahead.

18 MR. SKINNER: Object to form.

19 THE WITNESS: I -- I don't think there were
20 that many meetings that were, like, a lot of people. It
21 was -- I don't remember. There weren't a lot of
22 meetings where there were a lot of people where he would
23 need to present himself.

24 Q. (BY MR. WAREHAM) Okay. Do you ever remember
25 him attending a meeting in the contract position that

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1 had him affiliated with Air Force Life -- Life Cycle
2 Management Center?

3 A. I mean, just -- just with me, I guess, or other
4 people. Like, just mainly when I talked to him, I
5 guess.

6 Q. Okay. In those meetings?

7 A. I mean, like, it wasn't like -- it -- it was --
8 it was very, like -- it was very -- it wasn't very -- it
9 wasn't separated. It was, like, because he had
10 knowledge in his NSA capacity. So it was never, like --
11 I don't know. I just didn't think about it, like --
12 because it was all jumbled together.

13 Q. Okay. And I -- I just want to be very clear on
14 a few points; right? So there's a difference between
15 having cross knowledge, right, from -- from multiple
16 positions, and holding yourself out in a meeting as
17 being a representative of NSA in an Air Force Life Cycle
18 Management Center.

19 A. I don't remember exactly how he represented
20 himself.

21 Q. Yeah.

22 A. I know people in the office thought he was
23 desti- -- like, in the meeting that -- of question --
24 the main one that they thought he was an NSA employee.

25 Q. Okay. And who were those people?

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1 A. McVeigh.

2 Q. Anyone else?

3 A. I mean, that's the main one. I -- I don't know
4 if the other ones were there.

5 Q. And how do you know that's McVeigh -- McVeigh,
6 though?

7 A. Because he got upset when he found out that
8 Roysdon was a contractor.

9 Q. All right. And did he talk to you about it?

10 A. Yes.

11 Q. What did he say?

12 A. I don't remember exactly. He was just upset
13 that he was also a contractor.

14 Q. Okay. And can you try to place in time when
15 that upset thing happened?

16 A. Sometime in August.

17 MR. SKINNER: Object.

18 THE WITNESS: What?

19 Q. (BY MR. WAREHAM) Go ahead.

20 A. Sometime in August.

21 MR. SKINNER: Objection.

22 Q. (BY MR. WAREHAM) August of what year?

23 A. I think 2020.

24 Q. Okay.

25 A. It's in the -- the date -- the main date in the

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1 deposition -- or the --

2 Q. Okay.

3 A. -- complaint. What -- what's that -- what's
4 that called?

5 Q. It's called the complaint.

6 A. Okay.

7 Q. Yeah.

8 MR. SKINNER: I'm going to object to form.
9 And -- and, Jason, you know, just to clarify the record,
10 maybe it would help if you explain what you mean by the
11 "upset thing."

12 MR. WAREHAM: Say that one more time.

13 MR. SKINNER: Yeah. I'm object -- I'm
14 objecting to form. But I wanted to give you an
15 opportunity to clarify the record by clarifying what you
16 mean about, quote, "the upset thing."

17 MR. WAREHAM: Oh, okay.

18 Q. (BY MR. WAREHAM) So after the August date that
19 you just described contained in the complaint, it is --
20 to -- to be clear, you recall McVeigh becoming upset --

21 A. Yeah.

22 Q. -- is that right?

23 A. Yeah.

24 Q. Okay. And he became upset, if I want to be
25 clear on your testimony, because -- well, actually, I'll

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1 have you answer. Why, again, did he become upset?

2 A. He didn't know that Roysdon was a contractor.

3 Q. And did he express to you why that mattered to
4 him?

5 A. He didn't believe he should be working in both
6 capacities. He thought it was a conflict of interest.

7 Q. Okay. Did he say anything more in detail about
8 that?

9 A. I don't remember. That was the main thing.

10 Q. All right. Did he know anything about the
11 details of Dr. Roe's contract?

12 MR. SKINNER: Object to form.

13 THE WITNESS: I mean, not at the time.
14 That -- he just found out.

15 Q. (BY MR. WAREHAM) Did you know anything at the
16 time about the details of Dr. Roe's contract?

17 MR. SKINNER: Object to form.

18 THE WITNESS: I just know that he was
19 working for the contractor.

20 Q. (BY MR. WAREHAM) Okay. You knew he had a
21 contract?

22 A. Yeah.

23 Q. All right.

24 A. I -- I know he was working for the contractor.

25 Q. Okay. I want to ask a little bit more about

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1 the interaction, as best as you can recall. Where were
2 you and then Captain McVeigh located when you had this
3 conversation?

4 A. I have to look up the address. I don't
5 remember the address.

6 Q. Can you roughly describe --

7 A. In our old building.

8 Q. The old building?

9 A. Yeah.

10 Q. And when you say "the old building," do you
11 mean the old Air Force Life Cycle Management Center
12 building?

13 A. Yes.

14 Q. All right. What office were you in?

15 A. HNCO.

16 Q. Okay.

17 A. I don't know. You mean the room number? I
18 don't know.

19 Q. Was it in your office?

20 A. Yes.

21 Q. All right. And he came to your office?

22 A. Yeah.

23 Q. And can you describe, like, his physical
24 characteristics when he walked in?

25 A. I don't know. I -- I was -- he just looked

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1 normal. I don't know.

2 Q. All right.

3 A. I don't know.

4 Q. Did -- had you ever seen him upset before?

5 MR. SKINNER: Object to form. Are we --
6 are we talking about McVeigh or are we talking about
7 Roysdon? There's a lot of use of pronouns here.

8 MR. WAREHAM: Thank you for your help, but
9 we're starting to get on walking objections here, so
10 let's not do that.

11 Q. (BY MR. WAREHAM) Did Captain McVeigh appear
12 upset?

13 A. Yes.

14 Q. All right. How did he physically appear upset?

15 A. Oh, I don't know. He looked normal. He looked
16 normal.

17 Q. Okay. So how did you know he was upset?

18 A. Because he was -- because his tone of voice and
19 he kept saying it's a conflict of interest.

20 Q. All right. And he just walked in and said,
21 "It's a conflict of interest," or did he say something
22 else?

23 A. I -- I don't know. I don't remember exact
24 words. All I know is, like, he was upset and he said it
25 was a conflict of interest.

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1 Q. All right. And do you remember if that was
2 after a meeting specifically that he did this?

3 A. I don't remember.

4 Q. Do you remember how he --

5 A. I think it was -- it was that same day, I
6 think. I forget.

7 Q. Same day as what?

8 A. That main meeting that is on the complaint.

9 Q. It was the same day as the --

10 A. I'm not sure. I'm not sure.

11 Q. Okay. But you think it was the same day as the
12 meeting as on the complaint?

13 A. It could be.

14 Q. All right.

15 A. I think so. Yeah. I would think so.

16 Q. All right.

17 A. I don't -- I don't remember exactly, though.

18 Q. All right. And, normally, when somebody comes
19 in my office and they're upset, I -- I remember kind of
20 how it starts.

21 Do you remember how, like, he walked in and
22 he just started spewing things upset or -- or do you
23 recollect --

24 A. I don't remember.

25 Q. -- how that conversation was?

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1 A. I don't remember.

2 Q. Okay. What did you do to respond to that?

3 A. I told him it's -- wasn't my place to say.

4 It's between the NSA -- his NSA employer and the
5 contractor company.

6 Q. Okay.

7 A. I said they are -- like, as an -- I'm not
8 trained in the -- in this type of stuff as an engineer.
9 But my understanding was you can't direct the
10 contractor -- you're not supposed to direct the
11 contractor to hire or -- like, that's -- that's --
12 that's their problem, that -- not the government's.

13 Q. Okay. And did Captain McVeigh describe what he
14 was going to do about this --

15 A. He wanted to know if he got -- if there was any
16 written trail that said that NSA was okay with it.

17 Q. And why was that Captain McVeigh's business?

18 A. He was in charge of the program.

19 Q. Which program?

20 A. That Roysdon worked on.

21 Q. All right. Do you know if he was involved in
22 contracting?

23 A. I don't know.

24 Q. Speaking only about the authorities managing
25 the program, it -- it's -- are you saying that

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1 Captain McVeigh managed Dr. Roe?

2 MR. SKINNER: Object to form.

3 THE WITNESS: It's really com- -- I mean,
4 I don't know. It's so complicated. He -- he was in
5 charge of the project.

6 Q. (BY MR. WAREHAM) Okay. And what does that
7 mean as far as authorities in the project when you say
8 "he is in charge"?

9 A. I don't know. It's so complicated. And you're
10 getting into, like, other areas that I probably can't
11 talk about.

12 Q. Okay. I'm just talking about the authorities.
13 When you say the authorities --

14 A. Authority -- I can't say exactly what
15 authority.

16 Q. When you say "authorities under the contract,"
17 like, the -- it's complicated, are you referring to
18 authorities when you say it's complicated?

19 MR. SKINNER: Object to form.

20 THE WITNESS: Which -- which authorities?
21 He -- like -- its just, like, everything's fragmented.
22 Like, he's -- he was in charge of this project. He
23 wasn't -- like, it got -- it got pulled out of this
24 section and he was now in charge of it.

25 Q. (BY MR. WAREHAM) Okay. And when you say

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1 this --

2 A. From, like, a PM perspective.

3 Q. Okay. So he was the project manager on the
4 project?

5 A. I think that would be the closest thing.

6 Q. Okay. And when you say "the project," do you
7 mean Dr. Roe's project?

8 A. Yes, that he was associated with.

9 Q. All right. And just for clarity and to avoid
10 any classification issues, we are describing that
11 project, both in the complaint and here, Dr. Roe's
12 project as Project A.

13 A. No.

14 Q. That's --

15 A. I'm not referring to Project A.

16 Q. No.

17 You're not referring to Project A?

18 A. Yes.

19 Q. You've read the complaint?

20 A. Yes.

21 Q. All right. What project are you referring to
22 compared to the complaint?

23 A. The projects he presented to NSA that --
24 what -- his ideas that he wanted to work on.

25 Q. All right. And so there was a project that

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1 Captain McVeigh was project manager for; right?

2 MR. SKINNER: Object to form.

3 THE WITNESS: Yes.

4 Q. (BY MR. WAREHAM) And I have described that in
5 the complaint for classification reasons as --

6 A. I did not know you were referring to Project A.

7 Q. Okay.

8 A. I'm not allowed to talk about Project A.

9 Q. I understand. I'm not asking --

10 A. And I -- and I did not know you were
11 referring -- you were referring to Project A, because I
12 was not referring to Project A.

13 Q. Okay. What were you referring to as compared
14 to the complaint?

15 A. I was referring to the projects, the ideas that
16 Roysdon worked on.

17 Q. Okay. Are you familiar with the term from the
18 complaint Project B?

19 A. I don't remember Project B.

20 Q. All right.

21 A. Where is that on the complaint?

22 Q. So in the complaint I've described two
23 projects. And the -- and one is Project A that is
24 Dr. Roe's project he was working on. And then Project B
25 was a project that Captain McVeigh was responsible for.

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1 A. I don't remember. What -- can you give me the
2 line number?

3 Q. Sure. Go ahead and present it on his screen,
4 if you would.

5 MR. SKINNER: All right. So here's the
6 thing, let me see if I can help. So it is my
7 understanding that the name of the project at issue, the
8 special access pro- -- program that Dr. Roysdon was read
9 into is not classified. That is unclassified
10 information.

11 If the witness is comfortable with
12 disclosing the name of that project, I think that would
13 clarify the record and allow us to have a meaningful
14 deposition today.

15 MR. WAREHAM: Yeah. That -- that would be
16 great.

17 MR. SKINNER: Mr. Brown -- Mr. Brown, is it
18 your understanding as well that the name of the special
19 access program that Dr. Roysdon was read into is
20 unclassified?

21 THE WITNESS: One of them you can say the
22 name and one of them you can't.

23 MR. SKINNER: Okay. So I'm going to say
24 the name because I've been read in and it -- it is
25 unclassified. The name is Fibonacci.

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1 THE WITNESS: Yes. That's unclassified,
2 the name.

3 MR. SKINNER: Fibonacci is unclassified?

4 THE WITNESS: Correct.

5 MR. SKINNER: Okay. All right.

6 MR. WAREHAM: All right. Thanks for your
7 help there.

8 THE WITNESS: Can I see the dep- -- the
9 deposition -- or the complaint?

10 MR. WAREHAM: The complaint.

11 MS. BRADSHAW: I'm getting it.

12 MR. WAREHAM: So prob- -- so I -- yeah.
13 We're going to get it for you, but I want to just be
14 clear delineated -- are we at an hour?

15 MR. HENRY: Fifty-one minutes.

16 MR. WAREHAM: All right. Is it worth
17 taking a break?

18 MR. HENRY: Sure.

19 MR. WAREHAM: All right. My --

20 THE WITNESS: Do you have a printout?

21 MR. WAREHAM: My co-counsel has suggested
22 it might be appropriate for our first break. And we can
23 get this material up and that way we can -- it's more to
24 stay organized, just to state the room here, on -- on
25 which projects we're talking about, so maybe a

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1 ten-minute break.

2 MR. HODGES: Sure.

3 MR. WAREHAM: Great.

4 MR. SKINNER: That's fine.

5 THE VIDEOGRAPHER: Time off record is
6 10:49.

7 (Recess taken from 10:49 a.m. to 11:08 a.m.)

8 THE VIDEOGRAPHER: We are now back on the
9 record at 11:08.

10 MR. WAREHAM: All right. This is Jason
11 Wareham.

12 MR. BARRERA: We -- I think we lost the
13 screen up there.

14 MR. HODGES: I think he's sharing.

15 MS. BRADSHAW: Yeah.

16 MR. WAREHAM: Oh, we're screen sharing.
17 Yeah, I see Reggie. You still see us, right, Reggie?

18 MR. SKINNER: I do not see the witness.

19 MR. WAREHAM: Okay.

20 MS. BRADSHAW: You don't?

21 MR. WAREHAM: We are going to present --
22 well, we're going to present a document to him, I think,
23 in the --

24 MR. SKINNER: Oh, okay. Okay. Okay. Got
25 you.

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1 MR. WAREHAM: Yeah. In the interim you'll
2 see the --

3 MR. SKINNER: I see what you're doing.

4 MR. WAREHAM: -- you'll see the --

5 MR. SKINNER: Okay. Sorry.

6 MR. WAREHAM: Yeah. Yeah.

7 Okay. So, actually, before we go any
8 further, I want to -- I want to be clear. Like, none of
9 the questions we're seeking to, like, ask, we're not --
10 we are not wanting to see you get in trouble.

11 And, in fact, Reggie, unless there's an
12 objection, we're fully willing to stipulate this
13 transcript confidential to keep it inside our -- our
14 protective order basis. Do you have any objection to
15 that?

16 MR. SKINNER: So couple of things. I'm not
17 sure what you're referring to when you just made the
18 comment to the witness about "We don't want to see you
19 get in trouble." Did you want to --

20 MR. WAREHAM: Yeah.

21 MR. SKINNER: -- explain what you mean by
22 that?

23 MR. WAREHAM: Yeah. Sure. I'll explain
24 more. So --

25 THE COURT REPORTER: One at a time.

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1 MR. WAREHAM: Yeah. Sorry.

2 Q. (BY MR. WAREHAM) So, you know, I understand
3 there's some -- you have some concerns about getting in
4 trouble at work. Yes?

5 A. I mean, like, I don't want to -- you're asking
6 me all these questions, and my work is generally
7 classified; so I don't want to divulge things accidentally
8 or -- you know, because I'm being asked all these
9 questions that normally I wouldn't -- we wouldn't be
10 discussing in this environment.

11 Q. Okay. And in part because you're worried that
12 if you say the wrong thing you could get in trouble at
13 work; is that correct?

14 A. Well --

15 MR. SKINNER: And -- and, Jason, I --

16 THE WITNESS: -- because I'm --

17 MR. SKINNER: One second, Mr. Brown. One
18 second.

19 MR. WAREHAM: Yeah.

20 MR. SKINNER: I have an issue with you
21 putting words in his mouth --

22 MR. WAREHAM: Sure. I'm not meaning to.

23 MR. SKINNER: -- with -- with respect to
24 what he just clarified he understands about his concerns
25 vis-a-vis trouble. The witness just indicated that he

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1 has a potential con- -- he has a concern about
2 potentially inadvertently disclosing classified
3 information. And I think it is inappropriate to suggest
4 that there is any concern beyond that without any
5 foundation.

6 So, you know, I -- I want to be clear that
7 that's not appropriate. With that said, if it will
8 satisfy Plaintiff and the witness that we mark the
9 transcript of his deposition as confidential, and
10 subject to the existing protective order, Defendants
11 have no objection to that.

12 MR. WAREHAM: Great.

13 THE WITNESS: So what does that mean to me?
14 Like, I don't -- I don't understand what this -- that
15 means.

16 MR. WAREHAM: Sure. So --

17 MR. SKINNER: Mr. Brown --

18 MR. WAREHAM: -- do you want to explain it?

19 MR. SKINNER: -- Mr. Brown, you have
20 counsel and your counsel can explain that for you.

21 MR. BARRERA: Okay. Yeah. Can you pick me
22 up on audio?

23 MR. SKINNER: Yes, sir.

24 MR. BARRERA: Okay. So this is
25 Bobby Barrera for purposes of the record. And Jason's

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1 line of questioning is predicated on a conversation that
2 I had with him previous to the deposition that my
3 client, Mr. Brown, had indicated reservations in this
4 deposition and providing testimony that inadvertently
5 may divulge classified information.

6 He quoted to me that, quote, talking around
7 classified information is also prohibited. And that he
8 had concerns that by giving this deposition and by his
9 divulging information that someone determined he should
10 not have talked about or around could cost him his job.

11 So when we're using the term "get in
12 trouble," that term was clarified earlier, not in your
13 presence. But for the record that getting in trouble
14 meant divulging -- inadvertently divulging classified
15 information would cost him his job potentially.

16 So that's -- so the record is clear, that's
17 his hesitation. It didn't -- has been his hesitation.
18 So I don't think that the -- his testimony is being
19 improperly classified. I'm just making you aware -- of
20 course, I'm looking at you. You can't see me, Reggie.
21 That that's what was being referred to, so that the
22 record is clear.

23 THE WITNESS: What does that mean this
24 confidentiality...

25 MR. WAREHAM: Do you want to explain what a

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1 confidential designation means? We don't want to give
2 him, like, necessarily advice or --

3 MR. BARRERA: Well, we -- we had talked
4 about the fact that the -- there is allegedly --

5 MR. WAREHAM: Yeah.

6 MR. BARRERA: -- and I was not familiar
7 with it prior to this morning in --

8 MR. WAREHAM: Sure.

9 MR. BARRERA: -- your and my conversation
10 that this case is covered under a confidentiality
11 agreement. That means the information cannot be
12 publicly divulged. And with the defense attorneys
13 stipulating that your communications in this deposition
14 will be covered by the confidentiality agreement,
15 therefore, it cannot be divulged, I'm assuming, except
16 by court order or agreement of the parties.

17 MR. WAREHAM: Or for use within the case
18 itself. Yeah.

19 MR. BARRERA: Yes. For -- for purposes of
20 the litigation expressly. So that's what the
21 confidentiality agreement covers.

22 THE WITNESS: Okay.

23 MR. WAREHAM: Yeah.

24 MR. BARRERA: Okay. But, again, if you
25 have any hesitation in discussing an issue that you

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1 believe enters into an area of confidential information
2 and you're uncertain whether divulging that information
3 breaches that confidentiality, then you need to state so
4 on the record so everyone is familiar. Okay?

5 THE WITNESS: Okay.

6 MR. WAREHAM: All right.

7 THE WITNESS: And also the -- the -- it's,
8 like, a compilation effect where different pieces of
9 unclassified information could become classified if you
10 say too many unclassified pieces of information.

11 MR. WAREHAM: Yeah.

12 Q. (BY MR. WAREHAM) And are you -- when you
13 describe that, are you referring to mosaic
14 classification?

15 A. Yes. Yes.

16 Q. If we are treading into areas just like with
17 direct classification that you believe that the mosaic
18 classification is becoming an issue, please let me know.
19 Okay?

20 A. (Witness nods affirmatively.)

21 Can you please let me know where Project B
22 is referenced in the complaint?

23 Q. Sure.

24 MR. WAREHAM: Actually, did we pull it up?

25 MS. BRADSHAW: Yeah.

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1 MR. WAREHAM: All right. Can we search it?

2 MS. BRADSHAW: Yeah.

3 Q. (BY MR. WAREHAM) All right. So it's on line
4 71 of the complaint -- of the second amended complaint
5 where it starts.

6 A. What page?

7 MS. BRADSHAW: 15.

8 Q. (BY MR. WAREHAM) Page 15.

9 A. What bullet? There's 65, 66.

10 Q. Okay. Go to the next page. Do you see
11 Paragraph 71?

12 A. Yeah.

13 Q. Okay. That's where it begins its description.

14 A. But where does it say Project B?

15 MR. WAREHAM: If you can go back to it,
16 please.

17 Q. (BY MR. WAREHAM) All right. Do you see
18 Paragraph 71?

19 A. Yes.

20 Q. Do you see where it says "One each -- one such
21 military officer is Defendant, Captain William McVeigh,
22 U.S. Air Force, who was charged with the management and
23 development of classified, quote, "Project B" within the
24 Air Force" --

25 A. I think you have a different -- maybe I have a

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1 different complaint.

2 Q. Is that the --

3 MR. HENRY: Second amended.

4 Q. (BY MR. WAREHAM) -- is that the second amended
5 complaint?

6 A. Maybe I have a different version.

7 Q. Okay. I'm not sure that -- why that would be
8 the case, but...

9 A. I have the one that Marvel Butler sent me.

10 Q. Would you mind handing it to me so I can just
11 direct you to it and keep this organized?

12 Well, I can see why you're confused. So
13 let's just display where we were. And can you see the
14 display to your right?

15 MR. BARRERA: This? Can you see this?

16 THE WITNESS: There's nothing there.

17 MR. WAREHAM: Okay. In just a moment.

18 THE WITNESS: Can I have that back?

19 MR. WAREHAM: Sure.

20 (Discussion off the written record.)

21 THE WITNESS: And what version is this?

22 MR. WAREHAM: I'm not sure where you
23 received this.

24 THE WITNESS: I received this was
25 Marvel Butler.

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1 Q. (BY MR. WAREHAM) From who?

2 A. Marvel Butler.

3 Q. Okay. We'll go back to that in a second.

4 A. Yeah. He's an Air Force lawyer.

5 (Discussion off the written record.)

6 Q. (BY MR. WAREHAM) All right. Do you see a
7 complaint on the screen?

8 A. Yeah.

9 Q. Do you see Paragraph 71?

10 A. Yeah.

11 Q. Are you able to read that?

12 MR. SKINNER: Are you -- are you sharing
13 your screen so we can also see what the witness is
14 seeing?

15 MR. WAREHAM: We should be.

16 THE WITNESS: I mean, this is like...

17 MR. WAREHAM: Hold on. Let me make sure we
18 are.

19 THE WITNESS: Is Project A still changed?
20 Like, I don't know what else changed in this. Geez.

21 Q. (BY MR. WAREHAM) So, actually, while she's
22 working on that and she's working on sharing the screen,
23 can you tell me where you got the complaint that's in
24 your hand?

25 A. Marvel Butler.

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1 Q. Who is Marvel Butler?

2 MR. SKINNER: Again -- again, I have -- I
3 have to object, because the witness has a document in
4 front of him. The document --

5 (Multiple crosstalk.)

6 MR. WAREHAM: We -- we --

7 MR. SKINNER: -- in front of him --

8 MR. WAREHAM: -- we are querying on the
9 document yet. As soon as it gets shared we'll start
10 working through the document. He has a document in his
11 hands that I did not provide him, and I'm trying to find
12 out the information about that.

13 MR. SKINNER: I understand. But -- but,
14 Jason, you know, obviously, in order to query the
15 witness about a document that's in front of him, all
16 counsel participating in this deposition have to have
17 that document as well.

18 MR. WAREHAM: I will -- I mean, do you want
19 me to stop and scan what he has in front of him and send
20 it to you? I don't know what it is.

21 THE WITNESS: So I don't know what document
22 you have.

23 MR. WAREHAM: Is that what you would
24 prefer, Reggie?

25 MR. SKINNER: Yes. I mean, I -- I just

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1 want to conduct the -- the deposition --

2 MR. WAREHAM: Yeah. I have not -- I have
3 not handed him this document. He came to the deposition
4 with this document in hand. It was, apparently, handed
5 to him by an Air Force personnel; right?

6 MR. SKINNER: I -- I think I know what the
7 document is, so I just want --

8 MR. WAREHAM: Okay.

9 MR. SKINNER: -- to conduct the deposition
10 consistent with the rules.

11 MR. WAREHAM: Sure.

12 MR. SKINNER: So --

13 MR. WAREHAM: Yeah.

14 MR. SKINNER: -- if you have somebody who
15 can make copies of what the witness has --

16 MR. WAREHAM: Yes. I will --

17 MR. SKINNER: -- in --

18 MR. WAREHAM: -- have somebody scan it in
19 right now --

20 MR. SKINNER: Okay.

21 MR. WAREHAM: -- and send it over to you.

22 MR. SKINNER: All right.

23 MR. WAREHAM: Great.

24 Would you please, Mr. Brown, hand the
25 entire document that you have in front of you to

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1 Mr. Hodges.

2 MR. BARRERA: All right. These are yours.

3 MR. HODGES: Perfect. No sweat. For the
4 record, this is John Hodges, also co-counsel for the
5 plaintiff. I have a document that's labeled -- it
6 appears to be a -- the Plaintiff's Original Complaint.
7 And it does list pages 1 through 31, ending with the
8 signature page from -- of myself and Jason Wareham.

9 MR. WAREHAM: Okay.

10 MR. HODGES: So I'm going to step out and
11 go scan a copy of this.

12 MR. WAREHAM: Great. I'll come back to
13 questions about that after you have it, Reggie. Can we
14 just email it to you?

15 MR. SKINNER: That's fine.

16 MR. WAREHAM: Okay. All right. So do you
17 see a document on your screen right now, Reggie?

18 MR. SKINNER: Yes, I do.

19 MR. WAREHAM: Okay. I'm going to query on
20 that one. And this is the Plaintiff's Second Amended
21 Complaint. And we will make this Exhibit 1 to this
22 deposition for reference.

23 (Exhibit 1 was marked for identification.)

24 MR. WAREHAM: All right. So can you go
25 back down to...

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1 Q. (BY MR. WAREHAM) I'm directing your attention
2 to page 15, Mr. Brown. Paragraph 79, so that we can get
3 organized about the different project references.

4 A. Is that bullet 73?

5 MR. WAREHAM: Actually, next page after
6 that. Or is it 71? Okay. Seventy-one.

7 Q. (BY MR. WAREHAM) Are you able to read
8 Paragraph 71?

9 A. Yes.

10 Q. All right. Would you please --

11 A. I -- again, I just say that, like, I haven't
12 read this document before. So it changes, like, what
13 things referenced to. Like, am I allowed --

14 Q. We'll just work --

15 A. -- to read this document --

16 Q. -- we'll just work through it --

17 A. -- first?

18 Q. -- right now. If you prefer, I --

19 A. Am I allowed to read the document before we
20 continue?

21 Q. That's fine with me. No problem there. Yeah.
22 We'll get it printed out and you can read through it.
23 Your counsel, too, we'll get you a copy.

24 MR. WAREHAM: Do you want a copy?

25 MR. GREEN: I'm all right. Thank you.

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1 MR. WAREHAM: All right. Great.

2 I think we should take another brief recess
3 here. We'll get -- we'll -- ten minutes, about, the
4 amount of time you think? Great. We'll get you two
5 copies of this and you can read through it.

6 THE VIDEOGRAPHER: Time off record is
7 11:23.

8 (Recess taken from 11:23 a.m. to 11:49 a.m.)

9 THE VIDEOGRAPHER: We are now back on the
10 record at 11:49.

11 THE WITNESS: I just want to note that I
12 wasn't able to read the -- it's 47 pages. And I wasn't
13 given this in advance, so...

14 MR. WAREHAM: I understand.

15 Q. (BY MR. WAREHAM) Having reviewed what you have
16 reviewed, do you have a better understanding of what we
17 are referring to when we say the term Project A versus
18 Project B?

19 A. Project B was not referenced in the -- in the
20 complaint that I received.

21 Q. Based on what you just --

22 A. Project -- Project A is now called Project B in
23 the updated complaint.

24 Q. Okay. So based on what you just reviewed, do
25 you have an understanding of what Project A and

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1 Project B refers to?

2 A. Yes.

3 Q. Okay. And is it correct that Project A, as
4 described in the complaint, is the Fibonacci project?

5 A. Yes.

6 Q. And Project B is the one that we cannot say the
7 name of?

8 A. Correct.

9 Q. What was your understanding as to Dr. Roe's
10 role with respect to Project A?

11 A. To help the project along from a technical
12 perspective since he knows AIML.

13 Q. Okay. Did Dr. Roe have any involvement, to
14 your knowledge, in Project B?

15 A. No.

16 Q. Do you recall whether or not he was ever asked
17 to review Project B?

18 A. I don't recall.

19 Q. Do you recall whether or not Danny Burghard and
20 Alan Rabada asked him to review Project B?

21 A. I don't know because --

22 MR. SKINNER: Object to form.

23 THE WITNESS: I -- I don't know, because I
24 was in that day that -- the big pivotal day, I was -- he
25 was in some meetings that I wasn't in.

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1 Q. (BY MR. WAREHAM) Okay. And when you say that
2 day, are you -- are you referring to on or about
3 August 13, 2020?

4 A. Yeah. Somewhere around there.

5 Q. And was that a "yes"? I'm sorry. We kind of
6 stepped on --

7 A. Yes.

8 Q. Great.

9 Did Dr. Roe ever work on projects that you
10 represented?

11 A. He worked on Fibonacci.

12 Q. And is that a project you represented?

13 A. That's where I was technically involved.

14 Q. Okay. Were you the project manager for --

15 A. No.

16 Q. -- Project A?

17 Were you ever the project manager for
18 Project A?

19 A. No. I'm not a project manager; I'm an
20 engineer.

21 Q. Did you ever fill a project manager role for
22 any Air Force Life Cycle Management Center?

23 A. I don't believe so.

24 Q. Okay.

25 A. It's not in my position description.

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1 Q. All right. Did you -- are you familiar with a
2 company with the initials GITI?

3 A. Yes.

4 Q. What is that company?

5 A. Global InfoTek.

6 Q. All right. What is -- what to your knowledge
7 is Global InfoTek?

8 A. It's a contractor.

9 Q. All right. And what kind of contractor is
10 Global InfoTek?

11 A. I don't know. They work for the DOD sometimes.
12 They have contracts with the DOD. I...

13 Q. All right. Did you have any knowledge of the
14 persons at Global InfoTek?

15 A. I mean some, yeah.

16 Q. Who?

17 A. Ted Oakley.

18 Q. Okay. Did you communicate with Ted Oakley?

19 MR. SKINNER: Are you -- sorry, Jason. The
20 witness has his hands over his mouth again.

21 THE WITNESS: Sorry.

22 MR. SKINNER: He's mumbling. So if we
23 could --

24 MR. WAREHAM: If you could.

25 THE WITNESS: Ted Oakley.

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1 MR. WAREHAM: Ted Oakley.

2 MR. SKINNER: -- just keep an eye...

3 MR. WAREHAM: Yeah. I'll -- I'll try to
4 remember that, Reggie. I will.

5 Q. (BY MR. WAREHAM) Did you communicate with
6 Ted Oakley?

7 A. Sometimes.

8 Q. Via what form?

9 A. Phones or email.

10 Q. Do you know how Dr. Roe was introduced to
11 Global InfoTek?

12 A. I don't recall.

13 Q. Do you recall whether --

14 A. I don't know.

15 Q. Go ahead.

16 A. I don't recall.

17 Q. Okay. Do you recall whether or not you
18 introduced Dr. Roe to Global InfoTek?

19 A. I don't recall.

20 Q. What is the Air Force Research Laboratory?

21 A. They do research work.

22 Q. All right. What else do they do?

23 A. Research work.

24 Q. Do you know if they're involved in the
25 contracting process?

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1 A. They have contracts.

2 Q. All right. Have you been -- ever been involved
3 in contracts that were -- that were related to the Air
4 Force Research Laboratory?

5 A. I mean, the Air Force would utilize some of
6 them.

7 Q. Okay. Do you know if Air Force Life Cycle
8 Management Center used Air Force Research Laboratory
9 contracts?

10 A. Yes.

11 Q. Do you know if they used them in Dr. Roe's
12 case?

13 A. I believe so.

14 Q. Do you have any recollection of Dr. Roe being
15 asked to review a project of Captain McVeigh's?

16 A. I mean, not -- just -- just the Fibonacci
17 stuff.

18 Q. Not Project B?

19 A. Correct.

20 Q. Going to roughly February 2020, do you recall a
21 conversation with Dr. Roe relative to Project B?

22 A. No.

23 Q. Do you recall a conversation with Dr. Roe
24 relative to Captain McVeigh?

25 A. The Fibonacci.

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1 Q. Well, do you recall discussing Captain McVeigh
2 with --

3 A. Not really.

4 Q. -- Dr. Roe?

5 A. Not -- in February, I -- I don't know. I don't
6 know.

7 Q. Do you recall at any time discussing
8 Captain McVeigh with Dr. Roe?

9 A. Say it again.

10 Q. Do you remember -- do you recall any time where
11 you discussed Captain McVeigh with Dr. Roe?

12 A. I mean, he asked about his conflict of -- I --
13 I don't know. Just gave -- I -- I don't know all the
14 instances, but the main one was when McVeigh found out
15 that Roe was working in a dual capacity.

16 Q. And that is in August of 2020?

17 A. Yeah.

18 Q. Do you recall any time prior to August 2020 --
19 or August 13, 2020, discussing Captain McVeigh with
20 Dr. Roe?

21 A. Not really. I -- I don't remember. It's so --
22 it's so long ago.

23 Q. Okay. Do you recall a meeting in February of
24 2020 where Dr. Roe would have been asked to review
25 Project B?

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1 A. I can't really talk about Project B. But, I
2 mean, like, in reading the complaint, like, I don't
3 remember anyone complaining about Roysdon's assessment
4 of any projects.

5 Q. Okay. And so you are aware that he assessed
6 projects?

7 A. I believe --

8 MR. SKINNER: Object to form.

9 THE WITNESS: -- I'm aware what this says.
10 I'm aware what this says. And I don't remember him -- I
11 don't remember anyone complaining about his assessment
12 of any projects.

13 Q. (BY MR. WAREHAM) All right. So not what the
14 complaint said, but you are -- are you aware that he
15 assessed projects, you, personally?

16 MR. SKINNER: Object to form.

17 THE WITNESS: Fibonacci.

18 Q. (BY MR. WAREHAM) All right. Are you
19 withholding any information around that out of concern
20 for classification?

21 A. No. I'm -- I'm saying -- I'm saying it in a
22 way that I think -- I don't think -- I think -- he
23 hasn't -- I'm not aware -- I'm not aware of any
24 assessment outside of Project -- I don't remember -- I
25 don't know -- I don't -- let's see. How do I say this?

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1 No one ever complained about his assessments.

2 Q. Were you present for any of the assessments?

3 A. There was -- there was in that -- on that date,
4 I wasn't present in some of the meetings.

5 Q. Were you present on August 13, 2020, for any
6 meeting wherein --

7 A. Some meetings I was not present for.

8 Q. Were you present for any meetings on that date
9 where Dr. Roe assessed projects?

10 A. I was there when he gave the Fibonacci brief --

11 Q. Okay.

12 A. -- if I remember correctly.

13 Q. What do you recall in an unclassified manner
14 his assessment of Fibonacci from that day?

15 A. I mean, I -- he would just give a recap of
16 things that have happened.

17 Q. Okay. Do you recall at any time Dr. Roe
18 describing Project B negatively?

19 MR. SKINNER: Object to form.

20 THE WITNESS: I don't recall anything. I'm
21 not even supposed to talk about Project B, so I -- but I
22 don't recall anything -- I -- I don't know. This --
23 I -- what -- what am I -- I'm not even supposed to talk
24 about Project B.

25 Q. (BY MR. WAREHAM) I am not asking for you to

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1 discuss the project. I am asking you whether or not --
2 or -- and I'm not asking you for the content of the
3 assessment. I'm asking --

4 A. I don't recall anything about Project B with
5 Roysdon.

6 Q. What is your personal assessment of Dr. Roe's
7 skills and competence?

8 A. He's -- he's smart.

9 Q. All right. Did he add value to Air Force Life
10 Cycle Management, in your opinion?

11 A. For Fibonacci, yes.

12 Q. Were there any things with which he did not add
13 value?

14 A. I mean, I -- I don't know. It's like a
15 negative. I -- I don't know -- I don't know how to say
16 that. Like, I think he's smart and I think he added
17 value to Fibonacci. I can't answer that negative
18 question.

19 Q. Okay. Did you hold any personal opinions about
20 the projects that he proposed?

21 A. Yeah.

22 Q. What were those?

23 A. I thought they were good.

24 Q. Were you aware of any funding or budget
25 constraints for Project A, Fibonacci?

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1 A. I'm not supposed to talk about that.

2 Q. Okay. Were you aware of any project or any
3 funding constraints on Project B?

4 A. I can't talk about that.

5 Q. Do you recall an interaction in February 2020,
6 at or near the Aerospace Corporation in El Segundo,
7 California?

8 MR. SKINNER: Object to form.

9 THE WITNESS: No.

10 Q. (BY MR. WAREHAM) Do you recall having a
11 conversation with Dr. Roe regarding Air Force Life Cycle
12 Management Center at that time in that place?

13 A. No.

14 MS. SEEMAN: I'm sorry. I didn't catch
15 that answer.

16 THE WITNESS: What?

17 Q. (BY MR. WAREHAM) Will you repeat your answer,
18 please?

19 A. No. No.

20 MS. SEEMAN: Thank you.

21 Q. (BY MR. WAREHAM) Are you -- have you ever been
22 aware of whether or not Project B's funding was
23 interrupted?

24 A. I'm not supposed to talk about --

25 MR. SKINNER: Object to form.

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1 THE WITNESS: -- Project B.

2 Q. (BY MR. WAREHAM) Have you ever had a
3 conversation where you advised Dr. Roe to stay away from
4 Captain McVeigh?

5 MR. SKINNER: Object to form.

6 THE WITNESS: No. I wouldn't -- I don't
7 think so.

8 Q. (BY MR. WAREHAM) To your recollection, have
9 you ever described Captain McVeigh negatively?

10 MR. SKINNER: Object to form.

11 THE WITNESS: I don't remember, but it's
12 possible.

13 Q. (BY MR. WAREHAM) All right. And why would
14 that be possible?

15 A. Let's see. He -- he had a bad rep for just
16 being worried about his projects, like, that he started.

17 Q. Okay. And can you please expand on bad rep --

18 A. He would just --

19 Q. -- as you described it?

20 A. -- he would just do whatever he needed to make
21 sure his projects got funded that he started.

22 Q. When you say "do whatever he" -- what is
23 that --

24 A. I mean, he -- I mean, I don't -- like, he
25 wouldn't break the law or anything. But, I mean, like,

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1 he just, you know, was -- wanted to make sure his
2 projects get funded.

3 Q. Okay. And why did you describe that as a bad
4 rep? Did you mean bad reputation?

5 A. Yeah.

6 Q. And why did he have a bad reputation?

7 A. I -- I don't know. That's just his reputation.

8 Q. All right. How did you learn of the bad
9 reputation?

10 A. Just talking in the hallways. I -- that was
11 his reputation.

12 Q. Do you recall a conversation talking in the
13 hallways with respect to his bad reputation?

14 A. Not -- not specifically.

15 Q. Do you recall anyone besides Dr. Roe that you
16 would have had a conversation about his bad reputation?

17 A. I mean, I don't --

18 MR. SKINNER: Object to form, and
19 mischaracterizes --

20 THE WITNESS: -- I don't know.

21 MR. SKINNER: -- the witness's testimony.

22 THE WITNESS: I don't know. I don't know.

23 MR. SKINNER: And, Mr. Brown, just to make
24 sure the record is clear, so when counsel interposes an
25 objection, if we could just make sure we can avoid

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1 crosstalk. So object to form. Objection,
2 mischaracterizes the witness's testimony.

3 MR. WAREHAM: Mischaracterize is not an
4 appropriate objection. I understand your objection to
5 form.

6 THE WITNESS: So what's the question?

7 Q. (BY MR. WAREHAM) Was there ever a time --
8 well, do you recall anyone having -- or having a
9 conversation with anyone in the hallway, as you just
10 described, about Captain McVeigh's bad reputation?

11 A. No. It's just a memory I have that he had a
12 bad reputation.

13 Q. Okay. Did do you have an opinion as to his
14 reputation?

15 A. I mean, it -- it sounded like him.

16 Q. And why do you say it sounded like him?

17 A. Just the way he -- I don't know. Just -- it's
18 just -- I -- I don't know. Just -- just with the things
19 he's done. I -- I don't really remember specifically.

20 Q. What are the things he's done that you just
21 referred to?

22 A. I -- I don't remember. I just -- I have a
23 memory that he does have a -- like, a reputation for --
24 for doing that.

25 Q. All right. Have -- do you recall ever

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1 describing to Dr. Roe that Captain McVeigh had tried to
2 adversely affect other people's projects before?

3 MR. SKINNER: Objection, form.

4 THE WITNESS: All I -- all I can -- all I
5 remember is -- I don't remember that. All I remember
6 about McVeigh is that he has a bad reputation.

7 Q. (BY MR. WAREHAM) Was there ever a time where
8 you interacted with Captain McVeigh where -- that
9 supported your opinion about his bad reputation?

10 A. He wanted to get one of his projects funded and
11 we weren't supportive of it. That's about it.

12 Q. And what did he do in that instance?

13 A. I don't know. I don't -- I mean, nothing
14 really exactly. Nothing really that -- it just feels a
15 little -- I guess. Yeah.

16 Q. Did he appear upset that you didn't want to
17 fund?

18 A. Yeah.

19 Q. What did he say?

20 A. Or the -- the office didn't want to fund it,
21 the section. I don't remember.

22 Q. Did he yell? Was his voice elevated?

23 A. No.

24 Q. Okay. Did he call names?

25 A. No.

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1 Q. Did he threaten anyone?

2 A. No.

3 Q. What fact of any kind led you to understand or
4 relate to your opinion in that instance as to his bad
5 reputation?

6 A. I don't remember specifics.

7 Q. Was -- are you describing a general feeling,
8 then?

9 A. Yeah. It's just -- it's been, what, five
10 years.

11 Q. Can you tell me if Project A and B were
12 competitors?

13 A. I can't talk about that type of stuff.

14 Q. Do you ever recall making a phrase to Dr. Roe,
15 "McVeigh has a history of targeting people or projects
16 that compete with his"?

17 A. No. I would just -- it would just be the bad
18 rep if I said something, but I don't remember that. I
19 don't recall any of that.

20 Q. Would there be anyone else that would hold, to
21 your knowledge, this opinion about Captain McVeigh's bad
22 reputation?

23 A. I don't -- I don't know. I don't remember. A
24 lot of people have been in and out of the office.

25 Q. Have you ever discussed Captain McVeigh in a

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1 negative way with any person?

2 MR. SKINNER: Object to form.

3 THE WITNESS: Have I ever? Maybe. I don't
4 know.

5 Q. (BY MR. WAREHAM) Do you recall anyone you
6 would have spoken with?

7 A. No.

8 Q. During the 2020, 2021 time frame -- or excuse
9 me -- the 2019, 2020 time period --

10 A. Say it again. What time period?

11 Q. 2019 to 2020.

12 A. Okay.

13 Q. Can you please give me the names of the
14 individuals you recall working at Air Force Life Cycle
15 Management Center?

16 A. Major Gaglio.

17 Q. All right.

18 A. Major Williams.

19 MR. SKINNER: Sorry.

20 MR. WAREHAM: Did you hear that?

21 MR. SKINNER: I couldn't hear.

22 Q. (BY MR. WAREHAM) Would you repeat your answer
23 for those two so --

24 A. Major Gaglio and Major Williams.

25 Q. Anyone else?

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1 A. Those are the main people I associated with.

2 Q. Was there anyone else in the office at that
3 time?

4 A. Anyone else? I mean, there's tons of people in
5 the office.

6 Q. Who do you recall being in the office?

7 A. Oh, there's a lot. I mean, that -- that would
8 be associated with this, like, in any way?

9 Q. Yes.

10 A. I mean, it's -- it's all compartmentalized, so
11 those would be the two people.

12 Q. Would the names of the individuals be --

13 A. No.

14 Q. -- compartmentalized?

15 MR. SKINNER: Object.

16 THE WITNESS: No. I'm just saying, like,
17 you don't -- like, most offices --

18 MR. SKINNER: I'm sorry, Jason. I couldn't
19 hear your question.

20 Q. (BY MR. WAREHAM) Would the names of the --

21 MR. SKINNER: I did -- I did not hear your
22 question.

23 MR. WAREHAM: Yes.

24 Q. (BY MR. WAREHAM) Would the names of the
25 individuals --

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1 A. I'm just saying, like, most people wouldn't be
2 associated with the project --

3 Q. Okay.

4 A. -- because they're not working the projects.

5 Q. Can you list anybody who was associated with
6 Project A?

7 A. Those are the -- those would be the only people
8 that would have -- and McVeigh.

9 Q. Can you list anyone associated with Project B?

10 A. I -- I can't. I'm not supposed to talk about
11 Project B.

12 Q. Can you list anyone that was in administration
13 within HNCO?

14 A. What do you mean by "administration"?

15 MR. SKINNER: Object to form.

16 Q. (BY MR. WAREHAM) Administration meaning
17 management of the office or personnel.

18 A. Eckholm.

19 MR. SKINNER: Object to form.

20 THE WITNESS: Eckholm.

21 Q. (BY MR. WAREHAM) Eckholm.

22 Anyone else?

23 A. I don't even know who is at -- Mark Fantasia.

24 Q. Did you say Fantasia?

25 A. Yeah.

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1 MR. WAREHAM: Did you hear that answer,
2 Reggie?

3 MR. SKINNER: Yes.

4 THE WITNESS: Mark Fantasia.

5 Q. (BY MR. WAREHAM) Let's back up and talk about
6 when you first met Captain McVeigh. Do you recall that?

7 A. No.

8 Q. How long have you worked with Captain McVeigh?

9 A. I don't know. A couple years.

10 Q. From what time period to what time?

11 A. I don't know. I don't remember.

12 Q. Would it have been before 2019?

13 A. I -- yeah.

14 Q. Was it before Dr. Roe arrived?

15 A. Probably.

16 Q. What work did you do with Captain McVeigh?

17 A. I think just the Fibonacci.

18 MR. SKINNER: Didn't hear it. Hands on the
19 mouth.

20 THE WITNESS: I think -- I think just the
21 Fibonacci.

22 Q. (BY MR. WAREHAM) Did you work on any other
23 projects besides Fibonacci with Captain McVeigh?

24 A. I think that's the only one.

25 Q. In the -- not relative to other's people's

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1 reputation, have you formed an opinion as to
2 Captain McVeigh?

3 MR. SKINNER: Object to form.

4 THE WITNESS: Yeah. I think the
5 reputation's probably right.

6 Q. (BY MR. WAREHAM) And why do you say that?

7 A. Just -- I -- I don't remember, but it's just
8 the feeling I have right now. I'm not -- and I'm not
9 going to remember everything that ever happened to me.
10 Like -- like, this wasn't, like -- I don't know.
11 This -- this is, like, five years ago. So I'm not -- I
12 don't remember exactly the specifics for me to recite
13 here. Like, I -- I don't remember the exact specifics
14 for me to recite.

15 Q. Okay. Would you want to work with
16 Captain McVeigh again?

17 A. No.

18 Q. Why not?

19 A. Because he just -- he's just -- he does seem
20 cutthroat.

21 Q. And what are you basing that on?

22 A. Just -- oh, what else did he do? He tried to
23 get me off a project because of this incident, another
24 project.

25 Q. Can you please tell me more about that?

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1 A. I don't remember.

2 MR. SKINNER: I can't -- I'm sorry. I
3 couldn't hear the witness's response.

4 THE WITNESS: He tried to get me off a
5 project unrelated to this because of this, but -- but it
6 was because of this.

7 Q. (BY MR. WAREHAM) Okay. I want to unpack that
8 a bit. What was the project that was unrelated to this
9 that he tried to take you --

10 A. I can't talk about it. I can't talk about it.

11 Q. All right. I'm going to, for the purposes of
12 this, call that Project C. Okay?

13 Relative to Project C, how did he try to
14 remove you?

15 A. I -- I mean, I might be over-blowing it. He
16 just -- I -- he just made one comment. And if -- I
17 forget -- I -- I forget how it was. He just made one
18 comment. And then, like, I knew if it was -- if -- if
19 it was answered in one way, he'd -- he tried to take
20 me -- take me off of it, but it was -- it -- it resolved
21 quickly.

22 Q. What was the comment?

23 A. I don't remember.

24 Q. If I'm understanding you correctly, if you --
25 you felt that if you made a comment that he didn't like,

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1 he would try to take you off Project C?

2 A. No. I forget -- I forget what it was. It was
3 just a -- a comment -- it was right around the time that
4 this happened. Like, the same day.

5 Q. August 13, 2020?

6 A. Or the day after. Something. I don't know.
7 It was around that same time.

8 Q. Uh-huh.

9 A. I don't remember what it was. But I -- it was
10 just, like -- I don't remember the -- I -- I can't
11 remember all these things. Like, what did he say? I --
12 like, how am I going to remember all these things that
13 happened on all these different days five years ago?
14 It's, like -- this is nuts. I -- I don't remember
15 exactly what he said, but I just have this memory that
16 if it was answered in a certain way, like, I -- I didn't
17 have to worry about it, because what I -- everything was
18 true with -- I know if it was answered in some way he
19 would try to get me off the project.

20 Q. Okay. And when you say "try to get you off the
21 project," what kind of things could he do or did he do
22 for those -- that purpose? Not specifically, but what
23 could he do?

24 A. He could just --

25 MR. SKINNER: Object to form.

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1 THE WITNESS: -- make a recommendation.

2 Q. (BY MR. WAREHAM) A recommendation to whom?

3 A. To Eckholm I would suppose.

4 Q. And when you said earlier that it was because
5 of this, what do you mean by "because of this"?

6 A. Just because of that memory I have where he
7 tried -- where I thought -- I think he was trying to get
8 me off the project.

9 Q. Well, you -- if I recall your testimony, it was
10 he would try to get you off the project that was
11 unrelated to this --

12 A. Yeah.

13 Q. -- because of this.

14 A. Correct.

15 Q. And I want to -- that second part of the
16 phrase, is that because of Dr. Roe and --

17 A. Yeah.

18 Q. Okay. And why would he try to target you
19 because of Dr. Roe's August 13, 2020 --

20 A. I -- I don't know. I'm just speculate --

21 MR. SKINNER: Object to form.

22 THE WITNESS: -- I'm just speculating.

23 Q. (BY MR. WAREHAM) Okay.

24 A. I assume because if we weren't supportive of
25 his other project.

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1 Q. And so you were not supportive of his other
2 project?

3 A. Of the -- of the -- like, it wasn't -- it's
4 not -- nothing -- no project reference here. It's just
5 he wanted to fund one of his other projects and we
6 weren't supportive of it.

7 Q. And did he blame Dr. Roe for that?

8 A. No.

9 MR. SKINNER: Object to form.

10 THE WITNESS: That's just the only thing I
11 can think of why he would be mad at me.

12 Q. (BY MR. WAREHAM) Was he mad at you at any
13 point?

14 A. I -- I don't know. But he -- he made that
15 comment. It just made me kind of like -- like, it
16 was...

17 Q. And what was the comment?

18 A. I -- I don't remember.

19 Q. Okay. Where was the comment?

20 A. In the office.

21 Q. In the hallway? In your office?

22 A. In my office.

23 Q. He came to your office?

24 A. Yeah.

25 Q. Was -- to your recollection, was the nature of

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1 the comment threatening?

2 A. No.

3 MR. SKINNER: Object to form.

4 Q. (BY MR. WAREHAM) How would you describe the
5 feelings around the comment?

6 A. I -- I don't know. It's just, like, I know he
7 was just trying to, like -- I felt like he was just
8 trying to, like, get me off the project because of
9 this -- because of what happened with Roysdon.

10 Q. And I want to be clear. In that conversation
11 that -- when you say "what happened to Roysdon," define
12 what that means, please.

13 A. He was surprised that Roysdon was working as a
14 contractor while he was working for NSA.

15 Q. And why --

16 A. He felt it was a conflict of interest.

17 Q. Did he hold that against you?

18 A. Maybe. I guess so, yeah.

19 Q. Why?

20 A. Because I was working on the program.

21 Q. Did you introduce Roysdon to GITI?

22 A. I -- I don't remember how GITI and Roysdon met.

23 Q. Okay. So he thought it -- did he communicate
24 to you that he thought you knew about the contractor
25 status?

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1 MR. SKINNER: Object to form.

2 THE WITNESS: It -- it was in all the
3 documents. Like, it's not a secret.

4 Q. (BY MR. WAREHAM) Right.

5 But why was he upset with you?

6 A. I guess because I hadn't told him.

7 Q. And he thought it was your job to tell him that
8 Dr. Roe was a contractor?

9 A. Yeah. I guess so. So he said to -- he said,
10 "Do you have an email -- do you have an email from his
11 employer, NSA, that says he can do this?"

12 And I said, "no."

13 And then we asked Roysdon to provide that
14 email. And then, if I remember correctly, the email was
15 provided, but it was summarized. It wasn't -- I
16 don't -- I don't believe it was the original unredacted
17 email. It was, like, summarized with certain port- --
18 portions taken out, so that made McVeigh more upset.

19 Q. Why?

20 A. Because it wasn't the original email, I
21 believe.

22 Q. And he was upset with you over that?

23 A. I mean, I don't know with me or what, but just
24 he was upset.

25 Q. Was Captain McVeigh a contracting

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1 representative for Air Force Life Cycle Management
2 Center?

3 A. I -- I don't know.

4 Q. So I'm struggling this entire time with how a
5 captain in the Air Force -- you've been around the Air
6 Force for a while?

7 A. Uh-huh.

8 Q. I'm struggling this entire time about how a
9 captain in the Air Force has any authority at the level
10 that you've represented that he has authority. Can you
11 help me understand that?

12 A. He was in charge of that area.

13 MR. SKINNER: Object to form. And --

14 Q. (BY MR. WAREHAM) What is that area?

15 MR. SKINNER: And, Jason, I -- Jason, I
16 didn't hear your question, so -- you kind of turned away
17 from the microphone.

18 MR. WAREHAM: I'm sorry. Yeah. I
19 didn't -- where is the mic that --

20 MR. SKINNER: Do you want to summarize your
21 question?

22 MR. WAREHAM: Okay. The mic's over there.

23 MR. SKINNER: Jason?

24 MR. WAREHAM: Yeah. I'll summarize.

25 Q. (BY MR. WAREHAM) So I've struggled with

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1 understanding how much Captain McVeigh's authority has
2 been in this as a captain in the Air Force; right?

3 And I -- if you can help me understand.

4 A. Captains are in charge of a lot of things.

5 Q. What -- what specifically was he in charge of?

6 A. He was in charge of special projects.

7 Q. Okay. And when we say "special projects" --

8 A. That was the name of the section.

9 Q. Okay. So he was the officer in charge of
10 special projects?

11 A. Yeah.

12 Q. Did he oversee contracts for special projects?

13 A. I don't know.

14 Q. Did he approve or disapprove funding for
15 special projects?

16 A. I can't talk about that.

17 Q. Okay. Did he write performance evaluations for
18 special projects?

19 A. I don't know.

20 Q. Did he write your performance evaluation?

21 A. No.

22 Q. Did he write Dr. Roe's performance evaluation?

23 A. Not that I'm aware of.

24 Q. Did he have direct command authority over any
25 person in Air Force Life Cycle Management Center?

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1 A. Probably.

2 Q. Who?

3 A. I don't remember. People in his section.
4 That's the way it works.

5 Q. Do you know the names of the people in his
6 section?

7 A. I don't remember.

8 Q. Do you recall the ranks of the people in his
9 section?

10 A. I don't remember.

11 Q. Do you recall if there's --

12 A. I mean, I'm sure there's 13s and 12s.

13 Q. 13s and 12s.

14 Were there any active duty in his section
15 besides him?

16 A. I don't remember.

17 Q. Were you aware of an OSI investigation being
18 launched relative to Dr. Roe?

19 MR. SKINNER: Object to form.

20 THE WITNESS: Not an investigation.

21 Q. (BY MR. WAREHAM) What -- what were you aware
22 of?

23 A. I wasn't --

24 That they want to talk to him. That's all
25 I knew.

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1 Q. How did you learn that?

2 A. In one of the meetings.

3 Q. What meeting?

4 A. I -- I don't know. Around this time frame
5 there were discussions about this.

6 Q. Who was discussing it?

7 A. McVeigh. I -- I'm -- yeah.

8 Q. McVeigh?

9 A. I -- I don't remember exactly, like -- I just
10 -- I know that OSI wanted to talk to him. I mean, it's
11 not like a formal meeting. It's just, like -- yeah.

12 Q. So informal or not, what was the meeting that
13 you recollect?

14 A. All I remember is that OSI wanted to talk to
15 him.

16 Q. All right. And you learned that from
17 Captain McVeigh?

18 A. I don't remember where I learned it from.

19 Q. Okay. Were you aware of anyone besides
20 Captain McVeigh that knew about that information?

21 A. I would imagine the commander would know.

22 Q. Who is the commander?

23 A. Eckholm.

24 Q. Do you ever recall any conversation where you
25 discussed OSI with Captain McVeigh?

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1 A. No.

2 MR. SKINNER: Hey, Jason?

3 MR. WAREHAM: Yeah.

4 MR. SKINNER: We're having the same issue
5 with -- like, when you put your glasses in your mouth,
6 it's kind of hard to hear your question.

7 MR. WAREHAM: Sorry about that. I saw it
8 in a movie.

9 Q. (BY MR. WAREHAM) All right. Did you ever
10 observe anyone identified as OSI, belonging to OSI,
11 enter the Air Force Life Cycle Management Center spaces?

12 THE COURT REPORTER: Spaces?

13 MR. WAREHAM: Spaces. Excuse me.

14 THE WITNESS: Yes.

15 Q. (BY MR. WAREHAM) What did you observe?

16 A. I observed OSI entering the building.

17 Q. Say that again.

18 A. I observed OSI entering the spaces.

19 Q. Okay. And where were you?

20 A. In the hallway.

21 Q. All right. And what -- where did the OSI agent
22 go?

23 A. I don't remember. Maybe the security office.
24 I don't know.

25 Q. Okay. Did the OSI -- did OSI ever interview

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1 you with respect to Dr. Roe?

2 A. I don't remember.

3 Q. Did you ever meet the agent that you observed
4 entering the spaces?

5 A. Yeah.

6 Q. Where did you meet him?

7 A. When we talked about -- in my office when we
8 talked about Fibonacci.

9 Q. And when did you talk about Fibonacci with that
10 agent?

11 A. I -- multiple times.

12 Q. All right. Why did you talk about Fibonacci
13 with that agent?

14 A. I don't know if I'm allowed to discuss it.

15 Q. Because it's a project or because of the
16 investigation?

17 A. Not related to the investigation.

18 Q. Okay. Was it at all related to Dr. Roe?

19 A. No, not that I remember.

20 Q. Was it after the August 13, 2020, meeting?

21 A. It was probably beforehand.

22 Q. Was the agent -- do you know why the agent was
23 investigating that -- the Fibonacci project prior --

24 A. He wasn't investigating it.

25 Q. Okay. Do you know why he was asking questions

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1 of it?

2 A. No. We asked him to come. You don't
3 understand the way OSI works. And I don't know what I
4 can say about it. It was not related to the -- what
5 I'm -- like, it's not related to any investigation.

6 Q. Besides that instance, did you communicate with
7 the -- do you remember the OSI agent's name?

8 A. I think it's Alan Beal.

9 Q. Besides that instance, did -- do you recall
10 communicating any subsequent time with Agent Alan Beal?

11 A. I don't remember.

12 Q. Okay. Do you recall when you were talking to
13 him if he took notes?

14 A. I would --

15 THE COURT REPORTER: "He took notes"?

16 THE WITNESS: -- I would imagine --

17 MR. WAREHAM: He took notes.

18 THE WITNESS: -- I would imagine he
19 wouldn't.

20 Q. (BY MR. WAREHAM) What's that?

21 A. I would imagine he would not, but I don't
22 remember.

23 Q. Okay. Are you aware of any allegations that
24 were made to OSI regarding Dr. Roe?

25 A. No.

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1 Q. Did McVeigh ever discuss engaging OSI with
2 respect to Dr. Roe?

3 A. I don't know McVeigh's discussion with OSI.

4 Q. Did you ever observe McVeigh interact with
5 Agent Beal?

6 A. Ever, I don't know. But not about Roe.

7 Q. Do you recall ever informing Dr. Roe that
8 Captain McVeigh was sharing his information all over the
9 office?

10 A. No.

11 Q. Do you recall --

12 A. I --

13 Q. -- any conversation --

14 Go ahead.

15 A. No. No. No.

16 MR. SKINNER: I -- if we can --

17 THE WITNESS: No.

18 MR. SKINNER: -- just try to keep it --
19 yeah. Thank you. But if we can keep the question and
20 answer format for our benefit, as well as the court
21 reporter's.

22 THE WITNESS: I was not involved in that
23 investigation. Like -- I'm, like -- I don't know
24 anything about the investigation.

25 Q. (BY MR. WAREHAM) Do you recall ever -- well --

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1 and this isn't relative to the investigation, so let me
2 clarify.

3 Do you ever recall saying anything to
4 Dr. Roe regarding McVeigh communicating his information
5 to others --

6 A. No.

7 Q. -- in the office?

8 A. No.

9 Q. Do you recall a phone call in August 2020 where
10 you told Dr. Roe "You can never work at HNCO again"?

11 A. No.

12 Q. Do you recall a conversation in September 2021
13 with Dr. Roe where you said the same thing?

14 A. No.

15 Q. Right now in this moment, are you aware if
16 Dr. Roe would be able to work at HNCO again?

17 MR. SKINNER: Form.

18 THE WITNESS: The -- the contracting
19 process is a -- I don't see why he wouldn't be able to
20 work.

21 Q. (BY MR. WAREHAM) Okay. Do you know why
22 Dr. Roe was read out of those programs?

23 A. I can speculate, but I don't know why.

24 MR. SKINNER: Form.

25 Q. (BY MR. WAREHAM) Well, let's hear your

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1 speculation and then we'll unpack it.

2 MR. SKINNER: Object to form.

3 THE WITNESS: I -- that he was working in a
4 dual capacity. They -- they just thought it was -- I
5 think they just overreacted because he was working in a
6 dual capacity. Like, it's not uncommon for someone that
7 starts an idea to want to work on it. I don't know,
8 like, why that was considered so bad.

9 Q. (BY MR. WAREHAM) And when you say "they
10 overreacted," who was that?

11 A. I think McVeigh.

12 Q. All right. Were you ever instructed not to
13 talk to Dr. Roe?

14 A. I don't -- I don't know. I don't think so.

15 Q. Were you ever instructed not to talk to Dr. Roe
16 for a year?

17 A. I don't believe so.

18 Q. What do you recall about any comments about
19 Dr. Roe after he was read out?

20 A. They were -- they were mainly mistrusting of
21 him because he was working in a dual capacity. And then
22 it got worse because they asked for, like -- they --
23 they wanted to get proof from his employer, his NSA
24 employer, that NSA had sanctioned him working in the
25 dual capacity. And when they did not get -- I believe

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1 they did not get -- they were not -- we were -- they did
2 not get the complete unredacted email, that made them
3 even more suspicious. And then I think he -- around
4 this time he quit NSA, and that made it even worse.

5 Q. Why did that make it worse?

6 A. Because it was just the timing of it. I -- I
7 don't remember exactly when he quit, though.

8 Q. What do you recollect people saying about...

9 A. It just -- I mean, it just put him in a bad
10 light.

11 Q. According to who?

12 A. I mean, I just -- I mean -- I mean, to everyone
13 it would look bad. I mean, like -- I don't know. I
14 just -- I just thought it didn't look good either.

15 Q. Are you aware if Dr. Roe was ever given a
16 debarment order?

17 A. No.

18 Q. You're not aware or he wasn't?

19 A. I'm not aware of that.

20 Q. Are you aware if Dr. Roe was ever given a
21 hearing on --

22 A. I have no --

23 Q. -- a debarment?

24 A. -- I have no idea.

25 Q. Were you ever informed of why -- did anybody

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1 ever tell you why they wanted to exclude Dr. Roe from
2 HNCO?

3 MR. SKINNER: Object to -- object to form.

4 THE WITNESS: I don't remember, like, them
5 saying anything about excluding him specifically. They
6 just were mistrusting of him because of what I just
7 described.

8 Q. (BY MR. WAREHAM) But he was eventually read
9 out; right? It wasn't just a mistrust?

10 A. That's OSI's jurisdiction.

11 Q. OSI has jurisdiction over who is read in and
12 who is read out?

13 A. I mean, like, they're one of the key people.

14 Q. Are they classification authorities for these
15 projects?

16 A. I don't know. I mean, I -- maybe. I don't
17 know. I don't know.

18 Q. Do you recall having a conversation with
19 Dr. Roe in January of 2023 relevant to his work at
20 Leidos?

21 A. He presented -- he presented -- I'm not sure of
22 the specifics, but he did provide a demo.

23 Q. In January 2023?

24 A. I think it was later in April.

25 Q. In April 2023?

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1 A. Around there somewhere. I -- I don't remember
2 the exact dates, but there was a demo that he provided.

3 Q. Between January and April 2023, do you recall
4 ever informing members of Leidos that, quote, "Dr. Roe
5 could not be present at Leidos Cyber AI briefings due to
6 events at HNCO"?

7 | A. I -- I wouldn't characterize it like that.

8 | Q. How would you characterize it?

9 A. That it probably wouldn't be, like -- I don't
10 know. I don't remember exactly, but I wouldn't
11 characterize it like that. It probably wouldn't be,
12 like, maybe good optically, I guess.

13	Q. Why?
----	---------

14 A. Because of everything that happened.

15 Q. Do you recall ever having conversation with a
16 Mr. Todd Jasper saying that --

17 | A. I -- I've talked to him.

18	Q. Okay.
----	----------

19 -- saying that Dr. Roe can't be in the room
20 when he -- when presenting on Leidos topics?

21 A. I don't -- I don't recall that, but he was in
22 the room presenting Leidos stuff in --

23	Q. What?
----	----------

24 | A. -- demo in April.

25 Q. Was he in the room --

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1 A. He provided -- he provided the demo on telcon.

2 Q. Was he in the room in the January 2023 meeting?

3 A. I don't remember a meeting in January 2023.

4 Q. Do you remember a meeting in March 2023?

5 A. There might have been a meet -- a demo
6 possibly, in March.

7 Q. Do you recall him presenting?

8 A. No. But he did present in April of -- I -- I
9 believe. He did present a -- I'm pretty sure he
10 presented, but I believe it's in April of 2023.

11 Q. Do you recall ever informing --

12 A. And that -- that did not garner any attention.

13 Q. Okay.

14 A. And it -- and I was -- I -- I -- it was -- it
15 was described to me earlier by, I believe, Todd about
16 the technologies. And when it was presented, it did not
17 live up to its claims.

18 Q. Do you recall ever making the statement
19 "Dr. Roe cannot associate his name with Leidos Cyber AI
20 products"?

21 A. No.

22 Q. Do you ever remember --

23 A. He -- he actually presented, though.

24 Q. Do you ever recall making a communication that
25 was similar in substance?

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1 A. No.

2 Q. Did you ever describe Dr. Roe -- Dr. Roe's
3 impact at HNCO after he was removed from the program?

4 A. Say it again.

5 MR. SKINNER: Object to form.

6 THE WITNESS: Say it again.

7 Q. (BY MR. WAREHAM) Do you recall any
8 conversations where you discussed Dr. Roe's prior
9 experience with HNCO after he was separated from the
10 program?

11 MR. SKINNER: Objection. Objection, form.

12 THE WITNESS: The main thing I remember is
13 that he demoed the projects. It did not garner any
14 attention. The projects were nowhere near to what it
15 was described to me by Todd Jaspers and there was no
16 interest garnered. And I was very vocal that this is
17 not -- it did not live up to expectations or the way it
18 was previously described.

19 Q. (BY MR. WAREHAM) Have you ever emailed about
20 Dr. Roe in any form?

21 A. About him?

22 Q. Uh-huh.

23 A. I don't remember.

24 Q. Have you ever sent emails, to your
25 recollection, where he was in the "to" line?

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1 A. Probably.

2 Q. Can you estimate the number of times?

3 A. I don't know. This is, like, a catch-22.

4 Like, how am I going to remember all my emails? I mean,
5 he worked on the project, so I'd have to send him
6 emails.

7 Q. And what systems would those emails have been
8 on?

9 A. NIPR.

10 Q. All right. Any other systems?

11 MR. SKINNER: Sorry. What was the
12 question?

13 Q. (BY MR. WAREHAM) Any other systems?

14 A. Yeah. When he worked at NSA.

15 Q. What other systems?

16 A. JWICS.

17 MR. SKINNER: Was the answer JWICS?

18 THE WITNESS: Yes.

19 Q. (BY MR. WAREHAM) Okay. Any other systems?

20 MR. SKINNER: And --

21 MR. WAREHAM: Oh, go ahead.

22 MR. SKINNER: Hands. Hands over the mouth.

23 Q. (BY MR. WAREHAM) Okay. Any other systems?

24 A. I don't believe so.

25 Q. Were you ever aware of an inspector general's

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1 inv- --

2 A. No.

3 Q. Okay. I'll finish the question and then you
4 answer it. Okay?

5 A. Okay.

6 Q. Were you ever aware of an inspector general's
7 investigation related to Dr. Roe?

8 A. No.

9 Q. Were you ever asked to produce emails relevant
10 to that investigation?

11 A. No. I wasn't aware of the investigation.

12 Q. All right. It goes without saying that you
13 weren't interviewed, then, for that investigation?

14 A. About Dr. Roe, no. I don't remember any -- I
15 don't remember being interviewed about Dr. Roe.

16 Q. Do you recall an OSI agent emailing you in an
17 attempt to discuss Dr. Roe?

18 A. I don't recall that.

19 Q. Do you recall ever advising Dr. Roe to avoid
20 conversations with -- with Captain McVeigh?

21 A. I don't recall.

22 MR. SKINNER: Objection.

23 THE WITNESS: I don't recall.

24 MR. SKINNER: Object to form.

25 Q. (BY MR. WAREHAM) Do you ever recall

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1 conversations with Dr. Roe where you described
2 Captain McVeigh as having an extensive history of
3 targeting competitors?

4 A. Not like that, no. The most I would have said
5 is his reputation, if I said that.

6 Q. Do you think that you communicated about his
7 reputation to Dr. Roe?

8 A. I don't -- I don't know. I don't remember.

9 Q. Would you ever engage in any email
10 communication discussing Captain McVeigh's reputation?

11 A. I don't think so.

12 Q. Can you describe what systems Air Force Life
13 Cycle Management Center used regarding these projects
14 that we described?

15 MR. SKINNER: Objection, form.

16 THE WITNESS: I don't know what systems I
17 can describe in this setting.

18 Q. (BY MR. WAREHAM) Do you believe the existence
19 of the systems are themselves classified?

20 A. It's possible.

21 Q. What number of systems would exist?

22 A. Oh, God, I don't know.

23 MR. SKINNER: Objection, form.

24 THE WITNESS: I -- I can't -- I don't want
25 to say. It just changes constantly. I -- I can't --

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1 yeah.

2 Q. (BY MR. WAREHAM) What number of systems --

3 A. I --

4 Q. -- were in place --

5 A. -- I don't know if I can say.

6 Q. -- in August of 2020?

7 A. What?

8 Q. What number of systems were being used by Air
9 Force Life Cycle Management Center --

10 MR. SKINNER: Objection. Objection, form.

11 Q. (BY MR. WAREHAM) -- in August 2020?

12 A. Number of systems? I -- maybe four. I don't
13 -- I don't know.

14 Q. Did you ever have a conversation with
15 Todd Jasper where you said, "I just need to be put under
16 oath so I can have protection for what I say"?

17 A. No. No. Absolutely not.

18 Q. Did you ever communicate that in sum or
19 substance?

20 A. No.

21 Q. You seemed upset by that question. Can you
22 help me --

23 A. Yes.

24 Q. Why are you upset?

25 A. Because. It's outrageous.

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1 Q. Why?

2 A. Because it's not accurate. I've never
3 communicated like -- something like that. No way. A
4 lot of these statements are -- are exaggerated or lies.

5 Q. All right. Would you identify which ones those
6 are?

7 A. I -- I don't -- I'm not -- I don't have time to
8 go through every single one. But, I mean, I think it
9 will come out when these -- in this fucking deposition.
10 I don't know anything about OSI investigation. I don't
11 know about -- I don't know. I'm not a part of any of
12 that stuff.

13 Q. Would you please take Exhibit 1, go through and
14 identify any statements you believe to be lies.

15 A. Oh, God.

16 MR. SKINNER: What exhibit is Exhibit 1?

17 THE WITNESS: What's Exhibit 1? This one?

18 Q. (BY MR. WAREHAM) Exhibit 1 is the second
19 amended complaint.

20 A. They're out -- they're either exaggerated or
21 lies.

22 Q. Will you please identify each statement you
23 think is an exaggeration or lies.

24 A. I don't have -- I mean, what if I miss one?

25 MR. SKINNER: All right. So -- so you're

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1 asking the witness, for the record, to go through --

2 THE WITNESS: To go --

3 MR. SKINNER: -- a 47-page complaint that
4 is 255 paragraphs long. So I'm happy for the witness to
5 go through that exercise. My proposal is that we break
6 for lunch, let the witness have the opportunity to
7 review the second amended complaint with his counsel,
8 and then we can reconvene after he's had an opportunity
9 to -- to perform that exercise.

10 MR. WAREHAM: Sounds like a great idea,
11 Reggie. Thanks. Yeah, let's do that.

12 THE VIDEOGRAPHER: Time off record is
13 12:46.

14 MR. SKINNER: All right. Is that -- I'll
15 ask Mr. -- is that -- well, let's -- we're still on the
16 record. Are -- are we still on the record?

17 THE VIDEOGRAPHER: We're back on the record
18 at 12:46.

19 MR. SKINNER: Okay. Thank you.

20 Mr. Barrera, you're --

21 MR. BARRERA: Yes, sir.

22 MR. SKINNER: -- you're counsel for
23 Mr. Brown. Is that suitable to you, sir?

24 MR. BARRERA: I will discuss that with my
25 client, but that's suitable to me.

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1 MR. SKINNER: Thank you, sir.

2 Now we can go off the record.

3 THE VIDEOGRAPHER: Time off record is
4 12:46.

5 (Recess taken from 12:46 p.m. to 2:14 p.m.)

6 THE VIDEOGRAPHER: We are now back on the
7 record at 2:14.

8 Q. (BY MR. WAREHAM) All right. Mr. Brown, if you
9 would turn with me -- we'll just kind of go page by page
10 here. Starting on page 2 of 47. At the top it says --
11 of Exhibit 1, it says "Jurisdiction and Venue" at the
12 top. Have you identified anything on that page that is,
13 as you described it, a lie or exaggeration?

14 A. I -- I don't know. I haven't -- I haven't read
15 this page. This was, like...

16 Q. Okay. Were you able to review the whole thing
17 or did you just review select portions?

18 A. I mean, like, I -- I reviewed, like, what I
19 thought were more relevant sections.

20 Q. Okay.

21 A. But, like, asking me to go line by line without
22 making a mistake is -- is -- I mean, I think that's,
23 like, completely unfair.

24 Q. All right. So where would you start?

25 A. I mean, like, I'm more focused on things

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1 that -- that you're accusing me of knowing or things
2 that you're saying I said. There are a lot of things in
3 this document that are just statements. And I'm --
4 I'm -- it doesn't really, like, call me out, so I didn't
5 focus on those areas --

6 Q. Okay.

7 A. -- because there's a lot of, like,
8 grandioseness in this document and a lot of
9 exaggerations. And, like, I'm more focused on the ones
10 that you're saying that I would know or that I was a
11 part of in some way.

12 Q. Okay. So let's go to the first statement you
13 identify, as you described it, as grandiose,
14 exaggerative.

15 A. I mean, Number 9 -- oh, sorry -- bullet 9, page
16 4.

17 Q. Bullet 9, page 4. Okay.

18 A. So I don't know -- I -- I was removed from
19 the -- from Fibonacci. I was removed from special
20 projects, so I don't know the -- the funding -- I'm not
21 allowed to even talk about it, but I wouldn't know what
22 the fundings were.

23 Q. Okay. And why were you removed from Fibonacci?

24 A. Because -- because of -- of McVeigh and his
25 awareness that Roysdon was working in a dual-hat

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1 capacity.

2 Q. All right. And you were also removed for
3 special projects for that reason?

4 A. Yes.

5 Q. And help me understand what impact that had on
6 your career.

7 A. I'm --

8 MR. SKINNER: Object to form.

9 THE WITNESS: -- I mean, a negative one, I
10 would think.

11 Q. (BY MR. WAREHAM) Okay.

12 A. Yeah.

13 Q. Can you describe in detail? I don't know your
14 career well enough to understand.

15 A. I mean, I -- I don't know for sure, but I would
16 think that 14 -- a 14 position was -- it might have been
17 denied from me. I don't really know.

18 Q. Okay. And so you were removed not only from a
19 project, Fibonacci, but you were also removed from all
20 special projects?

21 A. Yeah. Yeah. Yes.

22 Q. You were removed from all special projects that
23 were under -- if I recall your testimony, under
24 Captain McVeigh?

25 A. Yes.

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1 Q. And the reason for this that you were given
2 was?

3 A. I don't know if I was given an exact reason. I
4 was just removed. But, I mean, it's because -- I mean,
5 it's not like someone's going to send me an email that
6 says you're removed because of this reason. It's
7 just -- it's because of Roysdon working in a dual-hatted
8 capacity.

9 Q. All right. Did you have some understanding
10 that they blamed you for that?

11 A. Yeah. Yeah.

12 Q. And where did you gain that understanding?

13 A. In talking to McVeigh. I don't know.

14 Q. And what did McVeigh tell you?

15 A. I don't remember. I was just -- I was removed
16 from it.

17 Q. And what time were you removed from it?

18 A. Maybe a month later. I'm not sure.

19 Q. And as you estimated, what -- what impacts did
20 that have to your ability to be promoted?

21 MR. SKINNER: Object to form.

22 THE WITNESS: I -- I'm just speculating. I
23 don't know. I would -- I would think it would reduce my
24 likelihood of getting a 14.

25 Q. (BY MR. WAREHAM) Okay. Did it impact your,

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1 like, bonuses or anything like that?

2 A. No.

3 Q. Did it impact your ability to, like, grow in
4 your career?

5 A. No.

6 MR. SKINNER: Object to form.

7 Q. (BY MR. WAREHAM) Besides impacting your
8 ability to seek a promotion to 14, what other impacts do
9 you think may have occurred?

10 A. I don't think there are any other impacts.

11 MR. SKINNER: Object to form.

12 Q. (BY MR. WAREHAM) How did you feel about that?

13 A. I mean, I didn't like it. But, I mean, it's,
14 like, just move on.

15 Q. Did you communicate about your removal to
16 anyone?

17 A. No. Because I was, like -- I had too much work
18 anyways, so I was actually -- it was fine with me not to
19 be on that project.

20 Q. Okay.

21 A. It was just a lot of work.

22 Q. Have you since been let back into special
23 projects?

24 A. No.

25 Q. Have you attempted to gain access --

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1 A. No.

2 Q. -- back?

3 A. No.

4 Q. Who runs special projects now?

5 A. Oh, I don't know. Ryan Colizar [PHONETIC], I
6 think. Major Ryan Colizar.

7 Q. Do you know when, then, Captain McVeigh
8 departed?

9 A. I don't remember. Like, within a year.

10 Q. Do you have any knowledge if Captain McVeigh is
11 still involved in any --

12 A. I doubt it.

13 Q. -- position that would impact --

14 A. I doubt it.

15 Q. All right. And to be clear, impact Air Force
16 Life Cycle Management?

17 A. Oh, he's still -- he's, like, the
18 PEM [PHONETIC].

19 Q. He's -- excuse me?

20 A. He's -- he's not real involved directly.

21 Q. And when you say he's, like, the PEM, what does
22 that mean?

23 A. I don't -- I don't -- I don't know exactly all
24 the stuff, but it's, like, big Air Force. He's not
25 really associated with it.

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1 Q. Okay. All right. So from Paragraph 9, what
2 was downward into the complaint, Exhibit 1, what other
3 areas did you identify as exaggerative in nature?

4 A. I mean, a lot of this is just, like -- a lot of
5 this is just, like, hyperbole. But, like, I'm just
6 focusing on the stuff that's related to me --

7 Q. Sure.

8 A. -- or what you're saying that I know.

9 Q. So to be clear, I'm not saying you know
10 anything. I'm -- this is an inquiry to understand what
11 you do know. And so there's not really a wrong answer
12 here.

13 A. I mean, some of them in here you're saying I'm
14 -- I've said something. Like, later on it goes into it.

15 Q. All right. What is the next area you can
16 identify as something, as you've described, exaggerated
17 or lies or whatever words you used to describe it?

18 A. Page 14, it's 61. I don't know of any
19 permanent bar from ever acting as a contract consultant.

20 Q. Okay. Meaning, have you ever seen any
21 documentation related to a debarment?

22 A. I haven't -- I don't know of any bar in any way
23 from him permanently being barred.

24 Q. Okay. What is the next area?

25 A. Page 16, bullet 78. I don't remember asking

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1 him to assess something. McVeigh may have asked him to
2 assess something.

3 Q. So to be clear, you don't recall him -- you
4 don't recall asking Dr. Roe to assess Captain McVeigh's
5 Project B?

6 A. Yes. But it's possible McVeigh asked him, but
7 I don't remember asking this.

8 Q. Do you recall the February 2020 meeting?

9 A. No.

10 Q. All right. Next?

11 A. I don't remember anyone complaining about his
12 assessment of Project B on 79. I don't -- I don't
13 remember anyone complaining about him assessing a
14 project and...

15 Q. Were you -- do you ever recall a criticism of
16 Dr. Roe of Project B of any kind?

17 A. No.

18 Q. Not of Dr. Roe, but Dr. Roe himself criticizing
19 Project B?

20 A. No.

21 Q. Okay. The next one?

22 A. Eighty-two. Captain McVeigh was in charge of
23 special projects.

24 Q. All right. And just to clarify, because I --
25 my recollection earlier is that he didn't have contract

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1 oversight. Are you saying in -- as -- in his role as
2 special projects he had supervisory control?

3 A. Yeah. I -- I guess it's supervisory control.

4 Q. All right. Did he have contract oversight?

5 A. I -- I don't know. Like, when you're a
6 supervisor you can do -- I -- I don't know. It was,
7 like -- yeah.

8 Q. But you were unaware of whether or not he had
9 leadership responsibilities relative to Dr. Roe?

10 A. I mean, when you're -- it was under his
11 section, so he has leadership responsibilities.

12 Q. All right. Do you know -- okay. What's the
13 next one?

14 A. Like, I don't -- 84, nefarious action, that
15 sounds like a personal action. I wasn't aware of that.
16 Well, until -- until, like -- the only thing, like --
17 the only thing is, like, McVeigh was concerned -- was
18 concerned about the dual-hatted nature of him being
19 employed. I -- I don't know. This nefarious action, it
20 just seems like an overloaded term.

21 Q. Well, you had previously provided that he had a
22 bad reputation for --

23 A. Yeah. But, like --

24 Q. -- for being cutthroat?

25 A. Yeah.

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1 Q. And you -- you never communicated that to
2 anyone?

3 MR. SKINNER: Object to form.

4 THE WITNESS: All -- all I know is his
5 reputation. His reputation was like that. That he
6 wanted to make sure his projects got funded.

7 Q. (BY MR. WAREHAM) All right. Next one.

8 A. What is this, 84, 85? Again, I -- I don't
9 remember saying that. All I would -- if I conveyed
10 anything, it would only have been that he had a bad
11 reputation. I don't remember any of this -- I don't
12 remember this -- to avoid conversations with McVeigh.

13 Q. Okay. Would you have any reason to doubt
14 Dr. Roe's recollection that you had that conversation?

15 MR. SKINNER: Object to form.

16 THE WITNESS: I -- I don't think I would
17 say that.

18 Q. (BY MR. WAREHAM) Okay. What's the next one?

19 A. It's 86. I don't think he would falsely
20 discredit personnel. I -- I don't think McVeigh would
21 falsely discredit someone. Like -- I mean, like -- I
22 mean, like -- I -- I don't think he -- I -- I don't
23 remember saying this. I don't think -- and I don't
24 think he would do it.

25 Q. So I want to be clear. You don't believe that

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1 Captain McVeigh would falsely discredit someone, but you
2 would consider him having a bad reputation --

3 A. Yeah.

4 Q. -- for being cutthroat?

5 A. For, like, budget. Not, like -- like, this is,
6 like, another level.

7 Q. All right. And you believe that even though he
8 had you removed from his projects?

9 A. Well --

10 MR. SKINNER: Object to form.

11 THE WITNESS: Yeah. I don't know. I don't
12 think he would -- he was mad because -- he -- because of
13 the dual-hatted nature. But I don't -- I don't know.
14 He just -- I feel like it was an overreaction from him.

15 Like, I -- like, I don't know the -- like,
16 I -- I just feel, like, it was an overreaction. That he
17 shouldn't have been so concerned about the dual-hatted
18 nature.

19 Q. (BY MR. WAREHAM) And in his overreaction, you
20 still believe that he did not --

21 A. I don't remember saying that he would falsely
22 discredit someone.

23 Q. Okay.

24 A. "According to Dan Brown," I don't remember ever
25 saying that.

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1 Q. Do you recall saying he might target somebody?

2 A. No. Not -- like, he would just want to get his
3 projects funded. But he wouldn't be, like, doing,
4 like -- like, all these -- these underhanded things,
5 like, discrediting personnel. I don't -- I don't think
6 he would do that.

7 Q. All right. What's the next one?

8 A. Eighty-seven. According to Dan Brown, nearly
9 everyone, it was false acc- -- I don't -- I don't --
10 I -- I would never say something like that, false
11 accusations. I -- that's just -- no. I don't believe
12 that's true.

13 Q. All right. Next one?

14 A. Eighty-eight. False accusing personnel to
15 harm -- I -- I don't think I would say that. I -- I
16 don't -- well, this -- oh, 88 talks -- "were all
17 aware..." I mean, I don't -- I -- I can't speak to
18 this, I guess, because I don't know the state of these
19 people -- personnel. I guess I can't speak to 88,
20 because I don't know what people think.

21 Q. Okay. Has anyone ever communicated anything to
22 that effect to you?

23 A. Not to that extent, no.

24 Q. Well, less than that extent. To what extent?

25 A. Just the false reputation like I -- I mentioned

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1 earlier.

2 Q. Would --

3 A. That's -- that's the reputation of being
4 cutthroat. That's it.

5 Q. Would Danny Burghard have communicated that to
6 you?

7 A. No.

8 Q. Alan Rabada?

9 A. No. No. I barely talk to them.

10 Q. Okay. Do you recall who would have
11 communicated that to you?

12 A. I -- I don't recall.

13 Q. All right. Next one?

14 A. I don't remember 91.

15 Q. All right. And what don't you recall about
16 that? Or what...

17 A. I don't remember asking about or getting an
18 expert opinion on Project B.

19 Q. Okay.

20 A. Ninety-three, I don't remember anyone
21 complaining about Roe's assessment of Project B.

22 Q. Do you recall Dr. Roe ever discussing Project
23 B, good or bad?

24 A. I -- I don't remember.

25 Q. Okay.

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1 A. Ninety-four, I don't know about any of this --
2 this stuff. "...to engineer a knowingly specious and
3 unsupported..." I don't know about that stuff.

4 Q. Okay. Next.

5 A. Ninety-five, I don't know about McVeigh trying
6 to approach Defendant OSI Agent and convince him to open
7 a knowingly false investigation in bad faith. I don't
8 know anything about that.

9 Q. All right. Next.

10 A. I don't know about 96. I don't know about 97.
11 I don't know about 98. Again, his main concern was that
12 he was a dual hat. And then -- and then his concern was
13 further compounded because when we got the email from --
14 from NSA legal it wasn't -- if I remember correctly, it
15 wasn't the complete original email.

16 Q. All right.

17 A. I don't know about 99.

18 Q. How about after that?

19 A. I don't know about this criminal investigation.
20 I don't know about that stuff.

21 Q. Okay.

22 A. And that's a hundred. I don't know about any
23 debarring -- debarring, 102.

24 Q. Okay. What do you understand debarring to
25 mean?

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1 A. I don't know of any, like, official way to
2 remove him from being contracts.

3 Q. You don't know of -- that as existing, a
4 process or...

5 A. Of it occurring --

6 Q. Okay.

7 A. -- in this situation.

8 Q. All right. So you're unaware that any official
9 process was taken --

10 A. Correct.

11 Q. -- on behalf of Dr. Roe?

12 A. Correct.

13 Q. Okay. Who might know about that?

14 A. I don't know. McVeigh. I -- I don't even
15 think that happened. Like, I -- I would find it highly
16 unlikely that anyone ever put that in an email.

17 Q. All right. You -- so you don't think that it
18 happened that any official process with respect to his
19 debarment occurred?

20 A. No, I don't think so.

21 Q. Okay. Next.

22 A. I don't know. All that stuff doesn't deal with
23 me, so -- OSI. I don't know.

24 Q. Okay. Would --

25 MR. SKINNER: I'm sorry. I'm sorry. The

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1 audio's getting kind of muffled. We didn't hear that
2 statement.

3 Q. (BY MR. WAREHAM) Can you repeat your last
4 statement, please.

5 A. 107 to 110 deals with OSI mainly. I don't
6 really know about that stuff.

7 Q. All right. What about 104?

8 A. I mean, he was let go from the contract.

9 Q. Say again.

10 A. He was let go from the contract.

11 Q. Uh-huh.

12 All right. So then you said 1 -- 107 --

13 A. I said, like --

14 Q. Go ahead.

15 A. -- like, the -- the government's not supposed
16 to get involved with who -- per -- contractors hire or
17 fire.

18 Q. Sure.

19 Did you get --

20 A. Like --

21 Q. -- involved in any way with Dr. Roe's hiring
22 GITI?

23 A. I -- I'm --

24 MR. SKINNER: We didn't get the question?

25 Q. (BY MR. WAREHAM) Did you get involved in any

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1 way with Dr. Roe's hiring of GI- -- by GITI?

2 A. I don't remember.

3 Q. Okay. Did you get involved in any way in the
4 Air Force Research Laboratory's funding of Dr. Roe's
5 contract?

6 A. I'm not allowed to talk about funding.

7 Q. Okay. Are you maintaining that the funding
8 itself is classified?

9 A. I'm not allowed to say.

10 Q. Okay. Just curious, if you know, do you know
11 what a classification review process is?

12 A. I mean, there's a lot of -- that sounds like a
13 generic term.

14 Q. Have you ever heard of a classification review?

15 A. Yes.

16 Q. What is it?

17 A. Reviewing information, like, to see if it
18 contains classified material.

19 Q. If we were to obtain a classification review on
20 these issues that you identified that you can't speak of
21 and it were cleared, would you be willing to discuss it
22 upon that clearance?

23 MR. SKINNER: Object to form.

24 THE WITNESS: If I remember it, yeah.

25 Q. (BY MR. WAREHAM) Okay. Great.

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1 Next paragraph set.

2 A. 113, I don't even know why I would be
3 involved -- like, OSI wouldn't tell me if they conclude
4 something or not, so I don't know how I could say this
5 information.

6 Q. Did you ever have a conversation with Dr. Roe
7 that the clearance investigation that was opened had
8 concluded favorably?

9 A. Not that I remember. I don't remember any of
10 that stuff. And I don't even know how I would know
11 this. OSI doesn't tell me, you know, what they've done.

12 Q. Are you aware that a security manager conducted
13 an investigation within Air Force Life Cycle Management
14 Center?

15 MR. SKINNER: Object to form. Objection to
16 form.

17 THE WITNESS: Possibly.

18 Q. (BY MR. WAREHAM) All right. What does that
19 mean?

20 A. I don't remember, though, the specifics.

21 Q. What is a security manager?

22 A. Are you talking about, like, a security
23 incident?

24 Q. Yeah.

25 A. They would look to see if there's a security

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1 incident. I think that's what you're referring to.
2 Like, it's not -- a security manager just could be
3 anything. That's a broad role.

4 Q. All right. What is the broad role of a
5 security manager?

6 A. To go over security. I don't know.

7 Q. With respect --

8 A. It could mean anything. It could mean
9 anything.

10 Q. What is the role of a security manager with
11 respect to classification management?

12 A. That make sure -- to review security protocol.

13 Q. All right. And do you know what the role of a
14 security manager is if they consider there to be a
15 security incident?

16 A. I don't know. I -- say it again.

17 Q. Are you aware of what the role is for a
18 security manager if they consider there to be a
19 classified security incident?

20 A. They would probably assign someone to
21 investigate it.

22 Q. Okay. Are you aware of whether or not a
23 security incident investigation occurred involving
24 Dr. Roe?

25 A. Yeah. I think so, yeah.

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1 Q. Are you aware of the outcome of that security
2 incident determination?

3 A. It was just -- no.

4 Q. How did you become aware of the security
5 incident investigation?

6 A. I don't remember. But it wasn't the OSI thing.
7 Like, it's -- it wasn't that.

8 Q. I agree.

9 But --

10 A. Okay.

11 Q. -- referencing the security incident
12 investigation, how did you know there was one?

13 A. I don't remember.

14 Q. And to be clear, do you have -- do you know the
15 outcome of that incident investigation?

16 A. No.

17 Q. Would you have common reason to know when a
18 security incident investigation occurred with somebody
19 within HNCO?

20 A. No.

21 MR. SKINNER: Object to form.

22 THE WITNESS: Unless it's -- no. Unless
23 I'm involved in it.

24 Q. (BY MR. WAREHAM) Were you involved in this
25 one?

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1 A. I don't believe so.

2 Q. Then how did you know about it?

3 A. I don't remember.

4 Q. Okay. Would it be fair, based on what you just
5 said, to characterize your knowledge of a security
6 incident investigation that you weren't a part of as
7 variance from the norm?

8 MR. SKINNER: Object to form.

9 THE WITNESS: I -- I guess. I -- I didn't
10 know about any OSI conclusion, which is -- I'm saying on
11 113.

12 Q. (BY MR. WAREHAM) All right. But outside of
13 the OSI, are you aware of a conclusion?

14 A. No.

15 Q. What is the next paragraph?

16 A. 116. I -- I wouldn't know that stuff.
17 Disclosed by OSI agent unauthorized -- I don't know what
18 all this stuff is. I have no idea what this is.

19 Q. Okay. But you would agree that 116, that what
20 I just described to you is related to the variance from
21 the norm of you knowing a --

22 A. No. That's -- no. I --

23 MR. SKINNER: Object to form.

24 THE WITNESS: -- I -- I don't know about
25 any of this stuff, the OPM investigation. I don't know

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1 about the OSI details. I don't know about the
2 disclosure of information. I don't know that stuff.

3 Q. (BY MR. WAREHAM) All right. Next one.

4 A. I mean, I don't know about 117. I don't know
5 what that is. Like, I -- I have no idea to know that.

6 Q. Okay. Next one.

7 Do you recall Captain McVeigh ever
8 discussing the OSI?

9 A. No. He wouldn't talk with me about that stuff.

10 Q. Okay.

11 A. I didn't even work in the section anymore.

12 Q. Because he removed you?

13 A. Yeah.

14 Q. All right. What's the next one?

15 A. I mean, these are just a lot of statements. I
16 have no idea. Like, these are just assertions. I have
17 no idea about this stuff.

18 Q. Okay. So what's the next one that you -- well,
19 less concerned about what you don't know, but more about
20 what you consider to be exaggerations or --

21 A. 125, "Dr. Roe was immediately debarred from
22 HNCO." I don't -- I don't believe that's true.

23 Q. Did he return after August --

24 A. No.

25 Q. -- 2020?

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1 A. No. Not that I'm aware of.

2 Q. Okay. So you wouldn't -- you -- you know he
3 didn't return. You just don't know the why?

4 MR. SKINNER: Object to form,
5 mischaracterizes the witness's testimony.

6 THE WITNESS: Again, it's for the
7 contractors -- it's for the contractors to decide who to
8 hire.

9 Q. (BY MR. WAREHAM) All right. And who would be
10 those contractors?

11 A. GITI.

12 Q. All right. And have you ever suggested to GITI
13 who to hire?

14 A. I -- no. Not by -- not by -- no. We -- the --
15 the most things -- I do not believe so. The most that
16 we normally do -- the most we would do is, like, if it
17 is the -- describing the project and the technical
18 skills needed for the project.

19 Q. Okay. You -- so if I'm understanding, do you
20 know the term "by-name recommendation"?

21 A. Yeah. Yes.

22 Q. What does that mean?

23 A. Hiring someone by name.

24 Q. Have you ever made a by-name recommendation?

25 A. I don't believe so.

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1 Q. Have you ever made a by-name recommendation of
2 Dr. Roe to contracting?

3 A. I don't believe so.

4 Q. Okay. What's the next paragraph?

5 A. 128, I don't know anything about -- I -- I
6 wouldn't know the status of the OSI investigation.

7 Q. Okay. And the next one?

8 A. 129, I don't recall this.

9 Q. You don't recall Dr. Roe asking to be restored
10 to HNCO?

11 A. Correct. I don't -- I don't remember -- I
12 don't remember this stuff.

13 Q. Okay. Could it have happened?

14 A. It's possible.

15 Q. All right. What's next?

16 A. 130.

17 Q. All right.

18 A. I would -- you can never -- I would never say
19 something like that. I don't -- I don't recall any -- I
20 don't recall this 130.

21 Q. Okay.

22 A. I wouldn't know about an OSI investigation. I
23 wouldn't know about OPM adjudication.

24 Q. Is it possible that you would have said
25 something to those effects?

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1 A. No.

2 MR. SKINNER: Object to form.

3 THE WITNESS: I wouldn't know that stuff.
4 I wouldn't know it.

5 Q. (BY MR. WAREHAM) All right. Next.

6 A. I wouldn't know 131 because I was out of his
7 special projects.

8 Q. All right. Do you have any awareness of -- of
9 funding relative to those projects?

10 A. No. I don't believe so.

11 Q. All right. Next.

12 A. 132, all I -- I don't know about this stuff.
13 All I know is that I -- I think they overreacted in --
14 in learning that he was dual-hatted. I -- I don't know
15 about -- what -- geez. I was never threatened by OSI.
16 I did not fear retaliation by OSI.

17 Q. Did you fear retaliation by any person?

18 A. In what way -- because of what?

19 Q. The question stands. Did you fear retaliation
20 by any person associated to Air Force --

21 A. Because of what?

22 Q. -- Life Cycle Management?

23 A. I -- McVeigh was upset that Roe was working
24 dual hat. That's the only thing that -- and that's why
25 I got -- took me out of his program.

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1 Q. So when I ask whether or not you fear
2 retaliation, your answer is to bring up Captain McVeigh.
3 Did you fear retaliation by Captain McVeigh?

4 MR. SKINNER: Object to form.

5 THE WITNESS: No. Because I -- I mean,
6 like -- because of what? Like, because if he were to
7 raise the unlawfulness of Dr. Roe's debarment, no.
8 Because I -- I didn't even know about -- there was no
9 debarment.

10 Q. (BY MR. WAREHAM) So the question I'm asking is
11 broader than you're trying to answer it. And I think
12 it's for a reason.

13 Did you fear retaliation by Captain McVeigh
14 for any reason?

15 MR. SKINNER: Object to form.

16 THE WITNESS: I don't know. I thought we
17 were going line by line, but -- but you're saying --
18 I -- I need to know retaliation from what?

19 Q. (BY MR. WAREHAM) Did you fear --

20 MR. SKINNER: Okay.

21 Q. (BY MR. WAREHAM) -- retaliation --

22 MR. SKINNER: Objection.

23 I think this is --

24 THE WITNESS: Retaliation for what?

25 THE COURT REPORTER: Hold on.

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1 MR. SKINNER: Objection. This is the
2 fourth straight time you've asked the exact same
3 verbatim question. And he's given you the exact same
4 answer in four successive instances.

5 MR. WAREHAM: He has not given me an
6 answer, Reggie. Not even close. He needs to answer the
7 question.

8 MR. SKINNER: He --

9 MR. WAREHAM: It is a "yes" or "no"
10 question. He needs to answer the question and you need
11 to not be involved.

12 MR. SKINNER: Objection. Objection.
13 Objection, form.

14 THE WITNESS: Retaliation for what?

15 Q. (BY MR. WAREHAM) Any reason.

16 MR. SKINNER: Same objection.

17 THE WITNESS: I mean, I think he was mad at
18 me. But I don't think he could do anything besides that
19 and letting me out of his section.

20 Q. (BY MR. WAREHAM) Is that a "no"?

21 A. I mean, other --

22 MR. SKINNER: Object to form.

23 THE WITNESS: -- other than that, no, I
24 didn't feel -- I didn't fear a retaliation other than
25 that. You know, he could just -- he would get me out of

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1 his section, but I don't think he had any other power
2 besides that.

3 Q. (BY MR. WAREHAM) So --

4 A. He's in the military chain of command.

5 Q. So what I just understood your answer to be was
6 you did fear retaliation for what you described as other
7 than that, that is, removing you from his programs --

8 MR. SKINNER: Object to form.

9 Q. (BY MR. WAREHAM) -- is that accurate?

10 A. No. Be- -- No. I was -- no. Because he had
11 already -- oh, gosh. I -- I don't know. I don't know.
12 I -- I wasn't -- I didn't fear retaliation. I -- but --
13 but it's, like, re- -- this -- this -- this says "Fear
14 of retaliation if he were to raise the unlawfulness of
15 Dr. Roe's debarment."

16 Q. I am not asking about the complaint. I am
17 asking a different question. Stop misconstruing the
18 question. The question is, did you --

19 MR. SKINNER: Objection.

20 Q. (BY MR. WAREHAM) -- fear --

21 MR. SKINNER: Objection.

22 THE WITNESS: No.

23 MR. SKINNER: Objection, form.

24 THE WITNESS: I did not.

25 MR. SKINNER: Objection. Objection. I

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1 don't think taking that tone with the witness is
2 appropriate.

3 MR. WAREHAM: Okay.

4 MR. BARRERA: Let them finish their
5 objection --

6 THE WITNESS: Okay.

7 MR. BARRERA: -- before you answer, please.

8 MR. WAREHAM: Are you instructing the
9 witness not to answer? Do you have standing to do that?

10 MR. SKINNER: Clearly I didn't.

11 I said, taking that tone with the witness
12 is inappropriate and unprofessional --

13 MR. WAREHAM: It is not.

14 MR. SKINNER: -- and I maintain the
15 objection.

16 MR. WAREHAM: It is a direct -- look, if we
17 need to get the judge on this question, I'm happy to do
18 so. All right?

19 MR. SKINNER: And the question has been
20 asked, by my count, six times in a row.

21 MR. WAREHAM: Yeah. And he's misconstrued
22 and avoided answering every time.

23 THE WITNESS: Because we're going on 132.

24 MR. BARRERA: Let them finish their legal
25 argument.

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1 MR. SKINNER: The record doesn't support
2 that, but counsel may proceed.

3 MR. WAREHAM: You have made your objection.
4 You're now stepping all over me. I'm trying to get an
5 answer.

6 MR. SKINNER: Couns- -- counsel may
7 proceed.

8 MR. WAREHAM: I will proceed on my own
9 right. Thank you.

10 MR. SKINNER: Counsel may proceed.

11 Q. (BY MR. WAREHAM) Not dealing with paragraph --
12 with the paragraph, you keep going back to the
13 paragraph.

14 A. Well, that's where the original -- that's where
15 the conversation started.

16 Q. I understand. We're going to go away from the
17 paragraph.

18 A. Okay.

19 Q. Is it fair to say you feared retaliation for
20 being kicked out of his programs?

21 A. No.

22 Q. Is it fair to characterize that you were afraid
23 that he would be upset at you and that he would
24 adversely affect your career?

25 A. No.

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1 Q. Then what -- did you consider him removing you
2 retaliation for any issue?

3 A. I don't know. I -- I don't know.

4 Q. How would you characterize that step?

5 A. He probably thought I wasn't paying enough
6 attention to that fact.

7 Q. So how would you characterize the removal?

8 A. That --

9 MR. SKINNER: Object to form.

10 THE WITNESS: -- that maybe I didn't do due
11 diligence. That he would have -- I mean, I -- I did
12 make a mistake. I didn't -- I should have -- I should
13 have had the email from NSA legal counsel before. And I
14 should have let him know. I didn't -- but I just
15 didn't -- I just forgot about it.

16 Q. When you say you should have had the email, my
17 understanding of your prior testimony is that you had no
18 role in his contract?

19 A. The email from NSA saying that he could work in
20 a dual capacity.

21 Q. Why would you be required to have that email?

22 MR. SKINNER: Object to form.

23 THE WITNESS: I -- I -- I don't know. I
24 can see his perspective, though. I don't -- I don't --

25 Q. (BY MR. WAREHAM) What is his perspective?

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1 A. His perspective --

2 MR. SKINNER: Object to form.

3 THE WITNESS: -- is he shouldn't have been
4 working in a dual-hat capacity.

5 Q. (BY MR. WAREHAM) So help me understand because
6 I'm getting confused. When you say you understand his
7 perspective because you should have had this email about
8 the NSA justification, why should you have had it if you
9 didn't have involvement in his contract?

10 MR. SKINNER: Objection to form.

11 THE WITNESS: That's true. I mean, that --
12 that was my -- that was my -- that was my position.

13 Q. (BY MR. WAREHAM) Your position to him was
14 that?

15 A. My position is it's between the contractor and
16 the NSA employer.

17 Q. Did you ever tell Captain McVeigh that?

18 A. I told him that several times. But his
19 position was, you have to check it.

20 Q. Given that you had that position, that it was
21 not within your scope of responsibilities, did you
22 consider his actions retaliation?

23 MR. SKINNER: Objection to form.

24 THE WITNESS: No. I -- I just think that
25 he wouldn't want me on the project. And I was fine with

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1 it because I had too much work.

2 Q. (BY MR. WAREHAM) Why did Captain McVeigh
3 suggest that it was your responsibility to have that
4 email?

5 MR. SKINNER: Objection. Object to form.
6 Objection, speculation.

7 THE WITNESS: Because he was working in a
8 dual-hat capacity.

9 Q. (BY MR. WAREHAM) But why did -- you just said
10 Captain McVeigh thought you needed to have that due
11 diligence done. Do you remember saying that?

12 A. (Witness nods affirmatively.)

13 Q. Why did Captain McVeigh tell you that you
14 needed to have that?

15 MR. SKINNER: Objection to form.

16 THE WITNESS: Because I guess I was on the
17 project longer than he was.

18 Q. (BY MR. WAREHAM) Did you have authority over
19 the project?

20 A. I'm only an engineer. I don't have PM
21 responsibilities or authority.

22 Q. So did you have any authority on the project
23 whatsoever?

24 A. Again, I'm an engineer. I've -- I offer
25 technical advice. That's my position description.

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1 Q. Is your answer, then, "no" to that question?

2 A. What was the question?

3 Q. Did you have authority over the projects as an
4 engineer?

5 A. I don't know. It's, like, a broad term. Like,
6 I have to answer precisely.

7 Q. Did you supervise personnel?

8 A. No.

9 Q. Did you write fitness reports?

10 A. No.

11 Q. Did you write evaluation reports for civilians?

12 A. No.

13 Q. Did you sign contracts?

14 A. No.

15 Q. Did you vet contractors?

16 A. Did I vet contractors? No.

17 Q. Did you recommend contractors to positions?

18 A. No.

19 Q. So when you say it is confusing to you when I
20 asked, did you have authority over the projects, what
21 authorities did you have, if not those?

22 A. I just -- I provided technical advice, I guess,
23 so that wouldn't be an authority.

24 Q. So why would a technical advisor need to have
25 the NSA email?

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1 A. That's my position. I -- that was my position;
2 his position was different.

3 Q. When you say it was different, what was his
4 position?

5 A. His position was that I should have made sure
6 from NSA that he could work in a dual-hat capacity.

7 Q. Because you'd been around longer?

8 A. I guess, yeah. I mean, that was his position.
9 Like, I don't know how many times -- his position was
10 that I should have done due diligence. My position was,
11 it wasn't -- it's not my role to do that.

12 Q. And when was this conversation?

13 A. Around that day, August 13, I think.

14 Q. All right. What is the next paragraph that you
15 take umbrage with?

16 A. Oh, my gosh. What were we on, 132?

17 Q. I believe so, or around there.

18 A. 136, I don't remember saying this.

19 Q. You don't remember that conversation?

20 A. Correct.

21 137, I don't remember this. I remember
22 that Todd said that they were doing cool work. Like,
23 this -- this next -- this next set of -- page 25, I
24 remember Todd saying that they were doing -- they were
25 doing cool work because -- but then when it was demoed

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1 in April, it did not live up to expectations and it was
2 not -- it was not considered that great.

3 Q. So you do recall making the statement "Let me
4 know when the tools are ready"?

5 A. No.

6 Q. Okay. What was the next paragraph?

7 A. 139.

8 Q. And what is the issue with that paragraph?

9 A. I thought it was bad optics if -- if Roe were
10 to present it, I guess.

11 Q. All right. And because you don't remember
12 making that statement --

13 A. What?

14 Q. -- or you did not make that statement?

15 A. I don't remember. I just -- I would think -- I
16 would think it would be bad optics if he presented.

17 Q. Would it be possible that you made that
18 statement?

19 MR. SKINNER: Object -- objection, form.

20 THE WITNESS: I don't remember making that
21 statement.

22 Q. (BY MR. WAREHAM) But you can't conclusively
23 say you did not?

24 MR. SKINNER: Objection to form.

25 THE WITNESS: I -- I -- yeah. I don't

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1 think I did, but I -- I can't remember.

2 Q. (BY MR. WAREHAM) Okay. The next part.

3 MR. SKINNER: Sorry. What was the
4 question? You mumbled.

5 Q. (BY MR. WAREHAM) I said, the next part.

6 A. Same thing for 140.

7 Q. You don't remember making that statement or you
8 did not make?

9 A. I don't remember making that statement.

10 Q. Okay.

11 A. And I -- I would just think it would be bad
12 optics. I don't think I would make that statement.

13 Q. Okay. The next one.

14 A. 141, same thing.

15 Q. You don't remember?

16 A. I just want to point out, like -- like, Todd
17 kept describing that these tools were cool, but it
18 would -- did -- did not go anywhere near what his claims
19 were.

20 Q. So usefulness of the tools is not really my
21 focus. My focus is, did you ever show -- did you make
22 that statement, one -- in 141?

23 A. I don't -- I don't remember making that
24 statement.

25 Q. Okay. And to be clear, you -- you don't

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1 remember, not that you didn't make that statement?

2 A. I -- I mean, I -- how can I say I didn't make
3 the statement if I don't remember?

4 Q. Are you uncertain or are you sure you didn't
5 make that statement?

6 A. I don't remember making the statement.

7 Q. Okay. Next one.

8 A. 142.

9 Q. And what -- what about that one?

10 A. I would never say it like -- I would never say
11 this stuff. For classified TS -- I would never say that
12 stuff.

13 Q. Okay. And, like, which part wouldn't you have
14 said?

15 A. Talking about classified stuff. I would never
16 say that.

17 Q. Well, you do agree that you can label something
18 classified to --

19 A. I would never -- I would never say something
20 the way it's phrased here.

21 Q. How would you have said it?

22 A. I -- I would -- I wouldn't have said any --
23 like, the most I would have asked for is a demo.
24 Because people say stuff all the time that aren't true.
25 Like, it's the number one thing with contractors. They

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1 say a lot of stuff, and a lot of times it's not true,
2 which is what happened.

3 Q. Okay. Did you have any conversation that was
4 even close to a conversation around an offensive cyber
5 mission in that type of --

6 MR. SKINNER: Object to form. Objection,
7 form.

8 THE WITNESS: I do not believe so.

9 Q. (BY MR. WAREHAM) Okay. Next.

10 A. But I wouldn't say any classified -- I wouldn't
11 say any of this classified TS -- I wouldn't say any of
12 that stuff.

13 Q. Do you recall discussing Dr. Roe's research
14 projects at all in February of 2023?

15 A. I don't remember the dates. Todd Jaspers said
16 that they had cool stuff. Again, Todd Jaspers said they
17 had cool stuff. Contractors say they have a lot of cool
18 stuff. But when it came to the demo, it wasn't cool
19 stuff.

20 Q. So you do recall having a conversation, as you
21 described, cool stuff, which would include Dr. Roe's
22 research projects?

23 A. At some point between, like, up until April, I
24 probably did talk to Todd or Todd probably did mention
25 his technologies; but I would never characterize it like

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1 142.

2 Q. Okay. So let's be clear. In a complaint,
3 these are mere allegations, often written by me. I
4 wasn't there with you. They're meant to describe
5 general ideas and theories.

6 A. I -- I -- you're -- you're saying -- you're
7 saying -- you're saying -- you're asking me to go on the
8 record and go line by line about stuff. So I'm telling
9 you, I wouldn't say 142.

10 Q. Okay. Duly noted.

11 A. Okay.

12 Q. Did you have discussions about Dr. Roe's
13 research projects in February of 2023?

14 A. I don't know if it's February 2023. I'm sure
15 Todd mentioned his projects. And Todd would say that
16 Roe was a leader of those projects.

17 Q. All right. And would it be fair to say that
18 this occurred somewhere between January 2023 and
19 April 2023?

20 A. Yeah.

21 Q. And where would those have -- conversations
22 have taken place?

23 A. I don't know.

24 Q. Were they over the phone?

25 A. Yeah.

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1 Q. Were you in your office?

2 A. I don't remember.

3 Q. Were they at work?

4 A. Probably. I don't remember.

5 Q. All right. Would -- where would you normally
6 take phone calls about work?

7 A. At -- for the most part at work. Sometimes
8 there might be a phone call on my cell phone.

9 Q. And is that your personal cell phone or
10 government cell phone?

11 A. My personal cell phone.

12 Q. Okay. Do you recollect Todd Jaspers ever
13 calling you on your personal cell phone?

14 A. I don't remember, but he might have.

15 Q. Do you recall Todd Jaspers ever calling you at
16 work?

17 A. I don't remember, but he might have.

18 Q. Would -- if someone called you at work, where
19 would you normally take that call?

20 A. At my desk.

21 Q. And your desk is located where?

22 A. I don't remember the address.

23 Q. Is it in -- I think there's a new location;
24 right?

25 A. Yeah.

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1 Q. Were you in the new location in 2023?

2 A. No.

3 Q. It was the old location?

4 A. Yeah.

5 Q. And what was your extension?

6 A. I don't know.

7 Q. You don't recall your phone extension?

8 A. No.

9 Q. All right. What next portion of the complaint
10 do you take exception with?

11 A. I don't remember 143, but it could happen. I
12 don't remember 144.

13 Q. But could it have happened?

14 MR. SKINNER: Object to form.

15 THE WITNESS: It's just -- again, it's the
16 bad light.

17 Q. (BY MR. WAREHAM) What do you mean by bad
18 light?

19 A. I mean, just bad optics.

20 Q. When you say "bad optics," you mean your
21 communications that Dr. Roe being involved was bad
22 optics. Is that what you mean?

23 A. I mean, like -- it's just -- it would be bad
24 optics if he was, like, demonstrating the stuff.

25 Q. All right. And what's next?

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1 A. I don't know about any debarment.

2 Q. All right. That's 145?

3 A. Yeah.

4 Q. Okay. How about after that?

5 A. 146, I don't know anything about debarment.

6 Q. Do you know if whether -- whether or not at
7 this moment Dr. Roe is allowed to enter HNCO?

8 A. I'm sure he's allowed to enter HNCO.

9 Q. Okay. And he's -- have you seen him do so
10 since August of 2020?

11 A. No.

12 Q. All right. How about the next part?

13 A. 149, I don't think that's true. I don't know
14 if it's true. I don't think it is.

15 Q. Okay. How about the next?

16 A. 150, I don't think he was permanently
17 prohibited at all.

18 Q. All right. How about after that?

19 A. 152, I don't think he's debared from any work.

20 Q. Would you be involved in a debarment process at
21 Air Force Life Cycle Management Center?

22 A. No.

23 Q. So you wouldn't have reason to know if one had
24 been started or not?

25 A. I'm sure someone would have said something, but

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1 I -- that's just -- this is, like, I would find that
2 very, very unlikely. Like, this is -- I -- yeah. I
3 would just find it very unlikely.

4 Q. Okay. Next.

5 A. 153, that doesn't sound right.

6 Q. What doesn't sound right about it?

7 A. "But is not allowed to walk across the street
8 and enter another office." Again, he was -- he briefed
9 their -- he briefed their technology in April.

10 Q. Is it accurate that they're somewhat co-located
11 physically?

12 A. What?

13 Q. The two offices.

14 A. I guess Leidos is across the street.

15 Q. Yeah.

16 To be clear, when you say "there," you
17 meant Leidos?

18 A. Their offices, I thought you meant HNCO
19 offices. "But is not allowed to walk across the street
20 and enter their offices."

21 Q. Just when you said just now "their tech, they
22 briefed their tech" --

23 A. Oh.

24 Q. -- you meant Leidos?

25 A. Yeah.

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1 Q. Yeah.

2 And Leidos and HNCO are co-located?

3 A. I mean, the one's across the street from the
4 other.

5 Q. Yeah. Okay. Next part.

6 A. I don't know about any of this debarment stuff,
7 again.

8 Q. Okay.

9 MR. SKINNER: What paragraph are we looking
10 at?

11 MR. WAREHAM: Say again, Reggie? Sorry. I
12 didn't hear you.

13 MR. SKINNER: I didn't hear him refer to a
14 specific paragraph. Did he mention a specific
15 paragraph?

16 MR. WAREHAM: No, he didn't.

17 THE WITNESS: I was --

18 MR. WAREHAM: He said he didn't know
19 anything about this debarment stuff.

20 THE WITNESS: Page 29.

21 MR. WAREHAM: Yeah.

22 THE WITNESS: 172, I don't think that he
23 was characterized as a scam or fraudulent.

24 Q. (BY MR. WAREHAM) Okay.

25 A. 173, I don't know about debarment. 175, I

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1 don't know about any scam or scam artist or fraud. They
2 were, again, worried about him being dual hat.

3 Q. Do you know what the core offense of somebody
4 being dual hat is called under the statutes?

5 A. No. They were worried about a conflict of
6 interest.

7 Q. All right. What's next?

8 A. I never said 180. Bro- -- I do not remember.
9 I do not think I would ever say this, "Dr. Roe is barred
10 from HNCO permanently."

11 Q. Did you express anything regarding Dr. Roe's
12 absence from HNCO, to your recollection?

13 A. To Roe?

14 Q. To anyone.

15 A. I mean, it's just, again, a bad light, bad
16 optics.

17 Q. Okay.

18 A. I don't know about 181. I'm not part of this
19 project. Again, I was out of special projects, like, a
20 month after all this happened.

21 Q. Okay. Was there any paperwork with --

22 A. No.

23 Q. -- that was produced from your exclusion from
24 the project?

25 A. I don't -- I don't know.

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1 Q. Did you ever read out of the projects?

2 A. Yeah.

3 Q. Who did the read-out?

4 A. I don't remember. The security office.

5 Q. Okay. Did you receive a negative counseling of
6 any kind?

7 A. No.

8 Q. Was there --

9 MR. SKINNER: Was there --

10 MR. WAREHAM: Go ahead.

11 MR. SKINNER: -- was there an audible
12 response?

13 MR. WAREHAM: He said "No."

14 MR. SKINNER: Was there an audible
15 response?

16 MR. WAREHAM: He said, "No." Yeah.

17 MR. SKINNER: Okay.

18 MR. WAREHAM: Where was I?

19 Q. (BY MR. WAREHAM) Did -- was there any written
20 communication about your removal?

21 A. No, not that I'm aware of.

22 Q. How did you learn of your removal?

23 A. When I was read out.

24 Q. Just somebody told you to show up for a read
25 out?

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1 A. I don't remember exactly, but that was the main
2 thing.

3 Q. Okay. You were never told by even McVeigh
4 directly that you're out?

5 A. I -- I don't remember. I'm sure I was told I'm
6 out of the thing. I...

7 Q. Okay. All right. Any other portions?

8 A. I don't know about -- anything about 211. I
9 don't know about any release of OSI and release of
10 information. I don't know anything about that.

11 Q. Okay.

12 A. I don't know anything about 212.

13 Q. What else?

14 A. I don't know anything about this Privacy Act
15 stuff. I don't know 215. I don't know 216.

16 Q. All right. Do you know -- but you do know that
17 at some point you learned about the OSI investigation;
18 right? That it existed?

19 MR. SKINNER: Object --

20 THE WITNESS: No.

21 MR. SKINNER: -- objection, form.

22 THE WITNESS: I don't remember any OSI
23 investigation. I -- I don't know, like -- I -- I don't
24 remember any OSI investigation.

25 Q. (BY MR. WAREHAM) Okay. But do you -- do you

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1 remember -- like, to be clear, do you remember learning
2 about the security incident investigation?

3 A. I have, like, a faint recollection, but I don't
4 remember the details.

5 Q. Were you a security manager at the time?

6 A. Me?

7 Q. Yeah.

8 A. No.

9 Q. All right. Next.

10 A. I don't know about 211. Oh, wait. I already
11 did that. Did we already do 211? Golly. I don't know
12 about 212. I don't know about 215. Yeah, we did that.
13 I -- these are just general statements. I don't know
14 about...

15 Q. That's fine.

16 Any factual basis that you object to or
17 find -- or -- or --

18 A. 223, I never said that [as read] "...learned of
19 these Privacy Act from Dan Brown on 'all your stuff' is
20 being sent around to everyone..." I would -- I don't
21 even know that stuff.

22 Q. Okay. Do you recall any rumors about Dr. Roe
23 after he left?

24 A. No.

25 Q. Do you recall HNCO personnel discussing Dr. Roe

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1 between September and October 2020?

2 A. September and October 2020?

3 MR. SKINNER: Object to form.

4 THE WITNESS: I don't recall, other than
5 what I've already said about McVeigh.

6 Q. (BY MR. WAREHAM) Okay.

7 A. Yeah. So I don't know about 223. I don't
8 remember. I don't -- I wouldn't know about Privacy Act
9 violations.

10 Q. Okay.

11 A. I don't know about 234, "protected records
12 without authority," I don't know what this stuff is.

13 Q. Okay. Next.

14 A. 239, I don't know about what this stuff is.
15 I -- I wouldn't have any of his privacy information. I
16 was off the program.

17 Q. All right. Are there any additional --

18 A. 242 --

19 Q. Okay.

20 A. -- I don't know about this stuff. More Privacy
21 Act. I wouldn't be involved in that. I don't know
22 about any of this -- I don't know about any of the
23 Privacy Act -- 243, Privacy Act violations. 244,
24 Privacy Act. I don't know about Privacy Act violations.

25 Q. Okay. Have you ever received Privacy Act

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1 training as part of records training?

2 A. I mean, we're taught to put -- like, encrypt
3 our email for PII.

4 Q. Do you -- do you receive semi-annual records
5 training?

6 A. We receive a lot of training. I don't remember
7 every single training I have.

8 MR. SKINNER: I'm having some difficulty
9 hearing your questions, Jason.

10 MR. WAREHAM: Do you -- sorry about that.

11 Q. (BY MR. WAREHAM) Do you -- what did I ask?

12 Do you receive semi-annual Privacy Act --
13 or records training as part of your job?

14 A. We receive a lot of training. That's -- might
15 be one of them.

16 Q. You don't recall?

17 A. Like, if you were to tell me what does records
18 management training consist of, I'm not going to
19 remember.

20 Q. Okay. But do you receive records management
21 training?

22 A. Probably. I don't know about any Privacy Act
23 stuff, though.

24 Q. I understand.

25 A. Like, this --

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1 Q. I'm asking --

2 A. Okay.

3 Q. -- if you receive records management training?

4 A. Probably.

5 Q. Okay. Are there other portions here that you
6 would call out that are actual --

7 A. I'm sure there are, but I -- I'm -- yeah. In
8 the amount of time I was given, I think those are the
9 areas, but I'm sure I've probably missed something.

10 Q. Okay.

11 (Discussion off the written record.)

12 MR. WAREHAM: Any objection to taking ten?
13 We've been going for about an hour and ten.

14 MR. SKINNER: No objection at all.

15 MR. WAREHAM: All right.

16 THE VIDEOGRAPHER: Time off record is 3:21.

17 (Recess taken from 3:21 p.m. to 3:41 p.m.)

18 THE VIDEOGRAPHER: We are now back on the
19 record at 3:41.

20 THE WITNESS: Where did you say that --
21 where -- where was the statement that "put me under
22 oath," where -- where -- I don't remember seeing that
23 here. Where is that? Because you're saying I said
24 that.

25 Q. (BY MR. WAREHAM) Well, I'm not sure if it made

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1 the complaint, but did you ever make that statement
2 to --

3 A. No.

4 Q. -- Todd Jaspers?

5 A. No.

6 Q. Did you ever make that statement to Dr. Roe?

7 A. To put me under oath, no.

8 Q. All right. Did you ever make a statement with
9 regard to any sort of legal process to be able to
10 share --

11 A. No.

12 Q. -- details?

13 No?

14 I want to discuss that first complaint that
15 you brought with you to the deposition. Where did you
16 get that from again?

17 A. The --

18 MR. SKINNER: All right. So --

19 THE WITNESS: -- PDF?

20 MR. SKINNER: -- so what document are we
21 looking at now? Is this the document that John Hodges
22 emailed us?

23 MR. WAREHAM: Yes.

24 MR. SKINNER: All right. So do you -- do
25 you want to introduce that as a deposition exhibit?

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1 MR. WAREHAM: Sure. We'll make that an
2 Exhibit 2. Why not?

3 THE WITNESS: Marvel Butler.

4 (Exhibit 2 was marked for identification.)

5 Q. (BY MR. WAREHAM) And who is that?

6 THE WITNESS: Can -- can you say who it is?
7 I...

8 MR. BARRERA: That's the document.

9 THE WITNESS: Yeah. I'm asking Reggie to
10 say who it is. I don't remember his official title.

11 MR. SKINNER: So I'm -- I'm not a witness.
12 I'm not permitted to testify. But you can testify to
13 the best of your recollection.

14 THE WITNESS: Some lawyer in the Air Force.
15 I -- I don't remember his exact -- his exact role.

16 Q. (BY MR. WAREHAM) All right. And how did this
17 lawyer in the Air Force contact you?

18 A. He contacted me around June through August of
19 last year to supply him data.

20 Q. And what data did you provide him?

21 A. Relevant emails to the case. There was a --
22 there was a notice of how to collect information.

23 Q. And how did you collect that information?

24 A. On NIPR.

25 Q. Okay.

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1 A. Just with a cue -- according to the
2 instructions.

3 Q. What were the instructions?

4 A. I don't remember. You -- don't you have it
5 here?

6 Q. Did you do a -- did you, like, go to Outlook?

7 A. Yeah.

8 Q. And did you just put in a search name?

9 A. Yeah. I did -- well, I did what the
10 instructions said.

11 Q. Do you recollect what those are?

12 A. No. I don't remember all the -- I don't
13 remember all the details of the instructions --

14 Q. All right.

15 A. -- but I did it according to the instructions.

16 Q. Do you recall any portion of the instructions?

17 A. Like, specific key words, type it in.

18 Q. What key words?

19 A. I don't remember. Roysdon was one of the
20 words.

21 Q. All right.

22 A. Fibonacci, whatever.

23 Q. But they had you type that in?

24 A. Yeah.

25 Q. All right. And when you say "type that in,"

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1 you typed it into Outlook?

2 A. Yes.

3 Q. And you conducted that search on NIPR?

4 A. Yes.

5 Q. Did you conduct that search on any other
6 system?

7 A. No.

8 Q. Were you asked to conduct that search on any
9 other system?

10 A. No.

11 Q. What did you do with the materials that you
12 were asked to search for?

13 A. I sent it to Marvel.

14 Q. In what form?

15 A. DOD safe.

16 Q. Okay. And were they .MSJ files -- or MSG
17 files?

18 A. I don't remember.

19 Q. Were they PDFs?

20 A. They were mostly emails, because I moved
21 systems, so there's nothing left on the -- on the NIPR
22 drive.

23 Q. Are you familiar with the file types associated
24 with Outlook?

25 A. Yeah. But I don't remember -- I don't remember

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1 the -- the extension.

2 Q. Okay.

3 A. It's not something you look at every day.

4 Q. Okay. Do you recall doing it as an Outlook
5 email file or as a PDF?

6 A. They were mostly email files with attachments
7 in it.

8 Q. Okay. And you transmitted that via DOD safe to
9 this Air Force lawyer?

10 A. (Witness nods affirmatively.)

11 Q. And that's a "yes"?

12 A. Yes.

13 Q. And you might want to watch the hands for
14 Reggie's sake.

15 A. Oh.

16 Q. Yeah, I know.

17 To your knowledge, has anybody searched any
18 system other than NIPR?

19 A. I don't know.

20 Q. Have you discussed anyone else's searches for
21 information related --

22 A. No.

23 Q. -- to this case?

24 A. No.

25 Q. Have you conducted a search of any location

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1 other than Outlook?

2 A. I moved -- I moved systems. I moved desks, so
3 all the old information would be gone. The only thing
4 left would be Outlook.

5 Q. Did anyone ever ask you to preserve the data on
6 your old system?

7 A. No. Because it had already been gone.

8 Q. When was it gone?

9 A. When we moved buildings.

10 Q. When was that?

11 A. '22, '23. I don't remember when --

12 Q. All right.

13 A. -- exactly.

14 Q. But anything that would have been contained on
15 that old system you believe to be gone?

16 A. It would have been on the emails anyways.

17 Q. All right. Was there any other data on your
18 system that would have been searchable?

19 A. No.

20 Q. Did you conduct a search on your old system?

21 A. On my old computer?

22 Q. Uh-huh.

23 A. No. But, I mean, everything would be on the
24 emails.

25 Q. All right. When you just said "it wouldn't be

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1 there anyways because we switched systems," what
2 wouldn't be there if it was only --

3 A. My old NIPR box.

4 Q. Okay.

5 A. I moved desks.

6 Q. All right. Was the NIPR box a cloud email
7 system?

8 A. Not -- for Outlook, but not for, like, the
9 desktop.

10 Q. Not for the desk- -- can you explain that
11 better?

12 A. All the files are saved locally to the desktop.

13 Q. All right. And do you know if those local
14 files were preserved?

15 A. I don't think so.

16 Q. Are --

17 A. But, again, like, everything would have been on
18 the email. I don't keep good records.

19 Q. Okay. Would -- did you have any -- well,
20 actually, do you know why the Air Force lawyer provided
21 you a copy of the complaint?

22 A. I don't know. I've -- I don't know. I just
23 got -- I just got this notice and I was told to do it.

24 Q. Okay. And the notice included the complaint?

25 A. Yes.

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1 Q. Have you received any updated complaint from
2 that time period?

3 A. No.

4 Q. Have you had any more interaction with an Air
5 Force lawyer in regards to this case since then?

6 A. Yeah. He was told to -- he told me to talk to
7 him.

8 Q. When?

9 A. Wednesday of last week.

10 Q. All right. And how did they contact you?

11 A. By phone. They called my phone.

12 Q. And what exactly was said?

13 A. I don't remember everything that was said.
14 Let's see. They want to know my work role. They wanted
15 to know if I'd talked to, like -- they're alluding that
16 I'm, like, colluding with Roysdon. I don't know if
17 "colluding's" the right word, but they were, like -- how
18 were they -- how would they say it? They're just asking
19 if I talked to Roysdon about this case. And I'm, like,
20 no, I haven't talked -- I don't know -- I didn't talk to
21 Roysdon about this case.

22 Q. And when you said "colluding" just now, that's
23 just talking to him?

24 A. Like, that's what they made it sound like.
25 Maybe I'm inferring too much. But that's what they made

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1 it sound like. That I was colluding with him. I'm not
2 colluding.

3 Q. Okay. What other parts of the conversation do
4 you recall?

5 A. That was the main thing that -- that was the
6 main thing.

7 Q. Okay. Have you provided any more documents
8 since that first search?

9 A. No.

10 Q. How long was that interview with...

11 A. About 30 minutes.

12 Q. Did you feel that you could decline the
13 interview?

14 A. Yeah. They -- they told me later.

15 Q. Later?

16 A. Yeah.

17 Q. What does that mean?

18 A. They said it towards the middle or towards the
19 end that I could -- that it was voluntary.

20 Q. But they didn't tell you at the beginning?

21 A. I don't believe so. I didn't -- I didn't feel
22 like I had to, but, yeah.

23 Q. Have you ever used the phrase with respect to
24 Dr. Roe, quote, "dragged through the mud"?

25 A. No. I don't remember saying that.

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1 Q. All right.

2 MR. WAREHAM: Reggie, to orient you, I'm
3 going to start working with some Bates numbers here. We
4 will drop the documents in the Zoom chat so you guys can
5 access directly, and they'll be displayed on the screen.
6 Any questions on that?

7 MR. SKINNER: No.

8 MR. WAREHAM: Okay. So starting with...

9 MR. BARRERA: You're going to probably need
10 to look here.

11 MR. WAREHAM: Yeah. We're going to display
12 it right there.

13 THE WITNESS: Oh, gosh.

14 MR. BARRERA: They're going to show you
15 some documents.

16 MR. WAREHAM: And can you just pull up the
17 first one, whenever you're ready? And then drop that in
18 the thing so he can look at it so Reggie has it.

19 MS. BRADSHAW: Yeah. I have it just...

20 MR. WAREHAM: Okay. Great. Reggie, is it
21 okay if we display right now and -- and then drop them
22 in? Or would you rather have them dropped in first?

23 MR. SKINNER: It doesn't matter.

24 MR. WAREHAM: Okay. We'll display and then
25 drop them in.

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1 Q. (BY MR. WAREHAM) All right. Are you able to
2 see this email?

3 A. Yeah.

4 Q. All right. Can you identify -- let's --

5 MR. SKINNER: We can't see -- maybe the --
6 the --

7 MS. SEEMAN: If you look at the screen
8 behind your head, you can see it how we see it. And so
9 it's not --

10 MR. WAREHAM: Oh, yeah. That's not ideal.

11 MS. SEEMAN: Okay.

12 MR. WAREHAM: All right.

13 (Discussion off the written record.)

14 MR. WAREHAM: Are you able to review that
15 better?

16 MR. SKINNER: Yes, we are. Uh-huh.

17 MR. WAREHAM: All right. We're dealing
18 with Bates numbers starting at 60. We're going to make
19 this Exhibit 3 for this -- this deposition. It goes 60
20 through 66.

21 (Exhibit 3 was marked for identification.)

22 Q. (BY MR. WAREHAM) Looking at page 4, otherwise
23 known as Bates stamp 66, do you recognize that email?

24 A. Yeah.

25 Q. What is that email?

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1 A. I'm requesting Roysdon to get paperwork from
2 NSA saying he could work as a contractor outside of NSA
3 hours.

4 Q. All right. And who was requesting that?

5 A. McVeigh.

6 Q. All right. And was that email in follow-up to
7 a request by Captain McVeigh?

8 A. Yes. As it says -- it says this; right?

9 Q. Yeah.

10 And the August 13th date, was that when he
11 first made that request of you?

12 A. I don't remember. I would have sent it, I
13 would think, right when he sent the request.

14 Q. All right. And were you still involved in the
15 program at that time, August 19, 2020?

16 A. I think so.

17 Q. All right. And do you know why he was asking
18 you to get that from Paul?

19 MR. SKINNER: Object to form.

20 THE WITNESS: I guess because I dealt with
21 him more.

22 Q. (BY MR. WAREHAM) All right. Scrolling up to
23 65 in that same document, Bates number 65. Do you
24 recognize this email?

25 A. What is this? Can you go up?

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1 Q. Sure.

2 MR. HENRY: Keep going.

3 THE WITNESS: Can you go up?

4 MR. HENRY: There you go.

5 THE WITNESS: I guess this is a -- wait.

6 Where -- what -- what system was this taken from?

7 Q. (BY MR. WAREHAM) Well, I'm not sure. It
8 appears to be NIPR from what I can tell, because it says
9 "Unclassified FOUO."

10 Do you recognize that email?

11 A. I think so. Can you go down?

12 Q. Uh-huh.

13 A. Can you go down?

14 Q. Uh-huh.

15 A. Hold on. Can you go down?

16 Q. Uh-huh.

17 A. This is a -- this looks -- can you go up?

18 Q. Sure. Tell me when to stop.

19 A. Okay. Yeah. Okay. Yeah. That's the email
20 that -- saying if -- if he could work dual hat or
21 something or if there's a conflict of interest.

22 Q. All right. Now, was this the email you were
23 referencing when you described, like, Captain McVeigh's
24 disfavor in the email that was sent forward?

25 MR. SKINNER: Object to form.

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1 THE WITNESS: Yeah. I mean, this is the
2 email that he wanted to get ahold of to see if he
3 could -- if he had authority to work in a dual capacity.

4 Q. (BY MR. WAREHAM) All right. And to be
5 clear --

6 A. I believe so. It's been a long time since I've
7 seen this.

8 Q. So earlier in -- today you had said something
9 about the email being incomplete and that it made it
10 worse for Dr. Roe. Is this the incomplete email?

11 A. I believe so, but I can't guarantee it.

12 Q. Okay. And who were you forwarding it to?

13 A. McVeigh, I would think.

14 Q. All right. Do you recognize -- do you
15 recognize who Captain McVeigh forwarded it to after you,
16 this Tanya --

17 A. Yeah.

18 Q. Who is that?

19 A. They're the -- they're the people in charge of
20 AFL contract.

21 Q. All right. So this was an AFL contract
22 involving Dr. Roe?

23 A. It was an AF- -- I mean, I said -- I believe I
24 said that, an AFRL contract. Yeah.

25 Q. Okay.

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1 A. They -- they didn't see any issue with it.

2 Q. Excuse me. Can you say more about that?

3 A. They did not see any issue with it.

4 Q. And when you say "they," who do you mean?

5 A. Tom and Tanya, if I remember correctly.

6 Q. All right. And do you know what their role is
7 at Air Force?

8 A. They're in charge of the contracts.

9 Q. So they are contracting, like, representatives?

10 A. Yeah.

11 Q. Okay. And they didn't see any problem with --

12 A. If I remember correctly, they didn't see an
13 issue with it.

14 Q. All right. Did you ever discuss --

15 A. What are they saying here? Oh, okay. Oh,
16 yeah. See, it was -- it was based on his -- it says
17 "Roysdon had given notice of his resignation from NSA.
18 I will debrief him." That just made it worse when he
19 resigned from NSA during this period.

20 Q. All right. Now, how would you regard Tanya and
21 Thomas Parisi's knowledge of contracting?

22 A. Very high.

23 MR. SKINNER: Object to form.

24 Q. (BY MR. WAREHAM) All right. Are they the
25 people that you -- that ultimately provide, like, the

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1 contract oversight for Air Force Life Cycle Management
2 Center?

3 A. No.

4 Q. Who does?

5 A. They provide oversight for their contracts.

6 Q. All right. And the contracts that Air Force
7 Life Cycle Management obtains through them, do they
8 provide --

9 A. It's still their contract.

10 Q. Okay. So they provide oversight over their
11 contracts?

12 A. Tom and Tanya provide oversight on their
13 contracts.

14 Q. Okay. Next one will be Bates number 162. Do
15 you recognize this email?

16 A. Yeah.

17 Q. What is this email?

18 A. He wants "assigned MFR on SIC stating what role
19 Roysdon is doing in his Government and contractor tech
20 SME roles and how he is avoiding a conflict of
21 interest."

22 Q. All right. And was this a follow-up to the
23 oral conversation you had in your office?

24 A. I would assume so, yes.

25 Q. Okay. And what's the date on this one?

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1 A. August 19th.

2 Q. Any reason to discount that date?

3 A. No.

4 Q. All right. Next one.

5 MS. SEEMAN: Sorry. Are we going to mark
6 that for the record?

7 MR. WAREHAM: Oh, yeah, sorry. Thanks.
8 Exhibit 4, please, on that one.

9 (Exhibit 4 was marked for identification.)

10 Q. (BY MR. WAREHAM) So I know all of the
11 abbreviations in there except for "SIC." Can you tell
12 me what SIC means?

13 A. I -- I think I can, but I'm not sure if I can.

14 Q. All right. What do you think it means?

15 A. No. I -- I mean, like, from a security's
16 perspective.

17 Q. Oh, you believe that that might be classified?

18 A. It's possible, but I want to err on the side of
19 caution.

20 Q. Okay. If a classification review determined
21 that to be unclassified, would you be willing to answer
22 that question?

23 A. Yeah. It's not complicated.

24 Q. Okay. So next one we got that's going to be
25 Exhibit 5 will be Bates number 229.

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1 (Exhibit 5 was marked for identification.)

2 Q. (BY MR. WAREHAM) All right. Scrolling down to
3 the bottom.

4 A. Geez.

5 Q. I'm going to scroll up to where you are
6 involved in this. Let's see. Actually, this one's --
7 oh, sorry. Just a sec. Okay. Oh, so here we have Ted.
8 I'm not going to ask you to, like, verify the
9 authenticity of this email because you're not on it.
10 But in this email purporting to be from Ted Oakley, do
11 you know who Ted Oakley is?

12 A. Yeah.

13 Q. All right. Who is Ted Oakley?

14 A. He's the PM on the contractor side.

15 Q. All right. He recounts hearing from you about
16 your dissatisfaction with an Andy Pennington. Do you
17 recall that conversation?

18 A. Oh, I don't -- with -- with Ted, no, not
19 specifically. But, I mean, that's -- I was -- I did
20 think he was incomp- -- not -- not very good.

21 Q. All right. And --

22 MR. SKINNER: So I'm going to ask the
23 witness to remove the hands from his face. And it's
24 getting hard to --

25 THE WITNESS: I thought he was not very

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1 good.

2 Q. (BY MR. WAREHAM) And did you -- did you
3 discuss Roysdon in any way during that conversation, or
4 Dr. Roe?

5 A. I don't remember. But, I mean, like I think he
6 was, like -- I believe they hired him to replace
7 Roysdon, but I'm not part of the program, so they had to
8 find other work for him of -- this Pennington guy. And
9 he ended up doing, like, just busy work, I guess.

10 Q. Do you not recall discussing Dr. Roe during the
11 conversation with --

12 A. No.

13 Q. -- Mr. Oakley?

14 A. No. But, I mean, I just -- I just thought that
15 Pennington was not very good.

16 Q. All right. Given your knowledge of HNCO and
17 its programs, do you have any knowledge as to what
18 program -- what program Major McV- -- then Major McVeigh
19 was referencing when he says in that email "I'm looking
20 forward to see that project go forward"?

21 A. I -- I don't know. But -- but I believe Andy
22 was hired to replace Roe. But he had nowhere near the
23 technical qualifications.

24 Q. All right.

25 A. And he ended up -- he ended up doing work -- we

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1 just gave him -- they just gave him crap work. It was
2 just so bad. That's...

3 Q. So Mr. Pennington was so bad at the job they
4 gave him scut work; is that fair?

5 A. I -- yeah. It's -- yeah.

6 Q. Yeah.

7 A. Yeah. I mean, he wasn't very good.

8 Q. And so Dr. Roe was actually more skilled than
9 Mr. Pennington?

10 A. I mean, I would think so.

11 Q. In your estimation?

12 A. Yeah. Yeah. Just -- yeah. He was like a --
13 he's a former O5 or O6, I think. And this -- I mean,
14 this -- you know, you make command decisions, you don't
15 do research at that grade.

16 Q. All right. Next one we're going to do,
17 Exhibit 6.

18 (Exhibit 6 was marked for identification.)

19 MR. WAREHAM: And, what, is that 229?

20 MS. BRADSHAW: Uh-huh.

21 MR. WAREHAM: Yeah. So Bates number 233.

22 Q. (BY MR. WAREHAM) Have you ever -- actually,
23 I'm going to give you time to review that one. That's
24 pretty dense.

25 A. Can you go down?

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1 Q. Sure.

2 A. Okay. Yeah. Yeah. This isn't OSI.

3 Q. Right.

4 It's not OSI, but it is a security manager
5 incident investigation; right?

6 A. Yeah.

7 Q. All right. Do you remember participating in
8 this investigation?

9 A. I remember he asked me some questions.

10 Q. And what questions did he ask you?

11 A. I don't remember. I mean, it says there
12 nothing happened about it, so...

13 Q. But do you recall -- you do recall being part
14 of this?

15 A. I remember I was asked some questions.

16 Q. Okay. And did he take notes, to your
17 knowledge?

18 A. Probably.

19 Q. Do you agree with the position at the end of
20 the determination --

21 A. Yeah.

22 Q. -- that no security violation --

23 A. There was -- there was no security violation.

24 MR. BARRERA: Yeah. Let him finish his
25 question.

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1 THE WITNESS: Okay.

2 MR. WAREHAM: Yeah.

3 Q. (BY MR. WAREHAM) Do you agree with the
4 position that no security violation occurred?

5 A. Yeah. I agree with that. It was like -- it
6 was, like, splicing hairs that they were -- they were
7 saying -- yeah. I agree with that.

8 Q. And who were they saying when --

9 A. Well, I agree with this thing here.

10 Q. Yeah.

11 When you say "they" were splicing hairs,
12 who is that?

13 A. I think McVeigh was saying, like -- I forget.
14 But it was, like, he was in a billet, not as a
15 contractor, but as NSA so, therefore, he was a security
16 violation. I'm, like, that's ridiculous. It's the same
17 person. But he was saying, like, no, it's got to be in
18 the same capacity. I'm, like, well, it's not a security
19 violation. It might be, like, improper procedure, but
20 it's not a security violation.

21 Q. So, to your recollection, it was McVeigh
22 pushing that position?

23 A. I believe so. Yeah.

24 Q. All right. Next one. Actually, a real quick
25 question before we go into the next one. Do you think

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1 that losing Dr. Roe adversely affected the HNCO mission?

2 A. Probably.

3 Q. Sorry. Could you say that again?

4 A. Probably.

5 Q. Okay. Next one, it's going to be Exhibit 7,

6 Bates number 333.

7 (Exhibit 7 was marked for identification.)

8 Q. (BY MR. WAREHAM) All right. Do you recognize
9 this?

10 A. Yeah.

11 Q. What is it?

12 A. I think it's like an addendum for a demo.

13 Q. Okay. And agenda for demo from what entity to
14 what entity?

15 A. I really don't want to go into those details.

16 Q. Was this from Leidos?

17 A. Yes.

18 Q. To HNCO?

19 A. And other people.

20 Q. All right. Is -- to your recollection -- are
21 you listed on this invite?

22 A. Yes.

23 Q. Did you attend this meeting?

24 A. I believe so.

25 Q. Is Dr. Roysdon listed on this memo?

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1 A. I -- I don't know. Is he? I don't think so.
2 Maybe. I don't -- I don't think so. Let me see. Yeah,
3 he's there.

4 Q. All right. Looking at the agenda, do you see
5 anywhere where Dr. Roe was listed as a presenter?

6 A. No.

7 Q. Do you recall him presenting at this meeting?

8 A. I recall him presenting at the April meeting.

9 Q. But not this meeting?

10 A. I don't remember that, him presenting here.

11 Q. Next one I have is Exhibit 8, and it is Bates
12 388.

13 (Exhibit 8 was marked for identification.)

14 Q. (BY MR. WAREHAM) So this one, have you seen
15 this email before?

16 A. Yeah. I mean, it says I'm on there, but I
17 don't remember it. Hold on.

18 Q. Go ahead and review it in full. It's -- it's
19 only one page.

20 A. I don't remember this email.

21 Q. Okay. Any reason to -- is your email incorrect
22 from what you view it as there? Is -- or is that your
23 correct email?

24 A. Yeah. I just -- I just don't remember this.

25 Q. Okay. Go ahead and keep reviewing it and let

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1 me know when you're done.

2 A. Oh, maybe. Oh, yeah. Maybe. Yeah. See,
3 like, Tom said it's not a big deal. Like, just to let
4 the investigation do it. I see no reason to believe
5 that this is what happened here. Yeah. Tom is -- yeah.
6 I don't think he had an issue with it.

7 Q. All right. So I want to be clear about a few
8 things. So it was McVeigh, to your recollection, that
9 accused Dr. Roe as a security violation. Yes?

10 A. Yeah.

11 MR. SKINNER: Object to form.

12 Q. (BY MR. WAREHAM) And that was determined to be
13 unsupported?

14 MR. SKINNER: Objection, form.

15 THE WITNESS: Yeah. It was more -- it was,
16 like, he was doing a technicality because he was
17 processed with an NSA billet and not his contractor
18 billet. And that -- like, that wasn't a security
19 violation; it was a protocol violation.

20 Q. (BY MR. WAREHAM) And then it --

21 A. That's my understanding of it.

22 Q. -- was Captain McVeigh, again, that was
23 accusing Dr. Roe of having committed some amount of
24 contractor impropriety; right?

25 MR. SKINNER: Objection, form.

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1 THE WITNESS: I mean, he -- it's in his --
2 it's in the email here.

3 Q. (BY MR. WAREHAM) I'm talking about
4 interactions with you.

5 A. Oh, I mean, he was -- yeah. Yeah. I -- I do
6 remember the billet thing now. I didn't remember it
7 before.

8 Q. And it was Captain McVeigh that was upset about
9 the dual-hat position issue --

10 A. Yes.

11 Q. -- right?

12 A. Yeah.

13 Q. And Thomas Parisi, in this email you were
14 included on, said it wasn't an issue; right?

15 A. Yeah. Well, it says "I see no reason to
16 believe this is what happened. We should report it to
17 the proper authorities and stay out the investigation."

18 Q. So Captain McVeigh was wrong on both accounts?

19 MR. SKINNER: Objection to form.

20 THE WITNESS: I mean, I think so.

21 Q. (BY MR. WAREHAM) From your observation of
22 Captain McVeigh, did you consider him an intelligent
23 man?

24 A. Yeah.

25 Q. Did -- did he appear knowledgeable on issues of

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1 security clearance?

2 A. I think so.

3 Q. Did he appear knowledgeable on issues around
4 contracting?

5 A. I didn't associate with him on contracts that
6 much.

7 Q. Well, he was managing the special projects;
8 right?

9 A. Yeah.

10 Q. I mean, you have to have some understanding of
11 contracting?

12 A. I don't know. I -- I'm -- I -- I don't know.
13 I mean, I would think he's smart enough to understand
14 contracting.

15 Q. And when he was --

16 A. He -- he seems like a smart person.

17 Q. And when he was talking to you about
18 contracting, he was -- he was telling you Dr. Roe was in
19 the wrong; right?

20 MR. SKINNER: Object to form.

21 THE WITNESS: I -- I don't think he talked
22 to me about contracting.

23 Q. (BY MR. WAREHAM) He didn't talk to you about
24 the dual-hatting problem?

25 A. Well, the dual-hatting, yes.

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1 Q. Yeah.

2 So that's a contract issue?

3 A. Well, I mean, it's several issues. It could be
4 characterized in several different ways.

5 Q. All right. So when he discussed dual-hatting,
6 in whatever way you characterize that, he represented
7 that as a violation by Dr. Roe, did he not?

8 MR. SKINNER: I'm sorry. Violation of
9 what? You're trailing off with the questions.

10 MR. WAREHAM: Sorry. I'll try to speak up
11 and remember my question.

12 Can you read back my question?

13 (Record read.)

14 THE WITNESS: Sorry. I'm tired.

15 Q. (BY MR. WAREHAM) Yeah, I understand.

16 A. Can you read it again?

17 Q. Did he -- when this -- did he, that is,
18 Captain McVeigh, discuss the dual-hatting problem you've
19 referenced with you he represented --

20 A. Yeah. He told me that he shouldn't be
21 dual-hatted.

22 Q. Okay.

23 A. And said it's a conflict of interest.

24 Q. And --

25 A. I told him it's between the contractor and the

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1 NSA.

2 Q. And he was incorrect on that front, too?

3 A. I think so.

4 Q. Moving on to what will be Exhibit 9. Oh,
5 actually, before we move off Exhibit 8, one more
6 question. Sorry.

7 So in the bottom portion of the
8 Captain McVeigh email that you're -- that's displayed on
9 the screen on Bates 388 --

10 A. Bates 388?

11 Q. -- Captain McVeigh -- yeah. Bates number --
12 it's in the bottom right-hand corner. Just a way to
13 reference it.

14 A. Oh.

15 Q. Captain McVeigh describes Dr. Roe being a
16 subcontractor to GITI on behalf of Dan Brown for one of
17 his projects. Do you see that?

18 A. Yeah.

19 Q. Why is he describing Dr. Roe's subcontractor
20 work as one of your projects?

21 MR. SKINNER: Object to form.

22 THE WITNESS: I don't know. It's his
23 project. He's in charge of special projects.

24 Q. (BY MR. WAREHAM) So this was not your project?

25 A. He is in charge of special projects. I'm

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1 involved in it from a technical capacity.

2 Q. Do you know why he described it that way?

3 A. I don't know.

4 Q. Had he ever --

5 MR. SKINNER: Object to form.

6 Q. (BY MR. WAREHAM) Had he described projects in
7 your, like, Dan Brown possessive before like it was your
8 project?

9 A. I don't know. Maybe.

10 Q. Do you have any explanation for that
11 whatsoever?

12 A. I don't know.

13 MR. SKINNER: Same objection.

14 (Exhibit 9 was marked for identification.)

15 Q. (BY MR. WAREHAM) All right. Moving on to
16 Exhibit 9, Bates 395. So this is another portion of the
17 chain involving Tanya and Mr. Parisi, Thomas Parisi. Do
18 you recognize these -- this email?

19 A. Can you go up?

20 Q. Uh-huh.

21 A. Can you go up again?

22 Q. Uh-huh.

23 A. Can you go up?

24 Q. I'm all the way up.

25 A. Oh. Can you go down?

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1 Q. Uh-huh.

2 A. So the bottom is different.

3 Q. The bottom kind of starts the same and then it
4 diverts off into another chain.

5 A. What date is this? 24. Okay. Okay. What was
6 the question?

7 Q. Do you recognize this email?

8 A. Not really.

9 Q. What's that?

10 A. Not really.

11 Q. Okay. But --

12 A. I know I'm on the email chain, but I don't
13 remember it.

14 Q. Is your email correct on that chain?

15 A. Yeah.

16 Q. Any reason to think you didn't receive this?

17 A. No. I don't think it's forged. It's, like --
18 in the bottom -- on the top, I'm not on there.

19 Q. Okay. But the ones that you're included with,
20 you would have received likely?

21 A. Yeah. But it doesn't really say a whole lot.

22 Q. Okay.

23 A. Does it? There's nothing to make it can stand
24 out, is there?

25 Q. All right. But do you recall receiving it?

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1 A. No. I just -- I wouldn't recall it because
2 there's nothing, like, really substantive.

3 Q. Okay. I think that's all of our things. Yeah.
4 Okay.

5 Have you -- in your time with HNCO or Air
6 Force Life Cycle Management Center, have you ever
7 observed anyone else being removed from a project for
8 punishment?

9 A. I've never --

10 MR. SKINNER: Object to form.

11 THE WITNESS: -- I've never seen one, like,
12 an individual contractor removed, other than lack of
13 performance.

14 Q. (BY MR. WAREHAM) All right. How about people,
15 like, in your position similar to what happened to you
16 with respect to Captain McVeigh's projects?

17 A. Like, being read-out?

18 Q. Yeah.

19 Being removed from a project?

20 A. No, not really.

21 Q. So, to your recollection, you're the only one?

22 A. I mean, people get moved out of sections all
23 the time. I don't really know why. I don't really go
24 into it.

25 Q. Okay. So you have seen it before?

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1 A. Getting people moved to different sections,
2 yeah.

3 Q. Have you ever seen it as part of some sort of
4 disciplinary?

5 A. No.

6 Q. Okay.

7 MR. SKINNER: Object to form.

8 Q. (BY MR. WAREHAM) To your knowledge, has
9 Captain McVeigh ever been investigated for misconduct?

10 A. I don't know. I don't know.

11 Q. To your knowledge, has anybody made any
12 whistleblower complaints --

13 A. I don't know.

14 Q. -- against HNCO?

15 A. I don't know of any.

16 Q. Okay. Has anyone ever described to you being
17 -- using the word "retaliation" with respect to HNCO?

18 A. No, not that I recall.

19 MR. SKINNER: Can you -- I'm sorry.

20 THE WITNESS: Not that I recall.

21 MR. SKINNER: I didn't hear the end of that
22 question because you put your hand over your mouth.

23 THE WITNESS: Oh, not that I recall.

24 MR. WAREHAM: I'll re-ask the question.

25 Q. (BY MR. WAREHAM) Has anyone ever used the word

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1 "retaliation" or "retaliatory" --

2 A. Not that I recall.

3 Q. -- with respect to HNCO with you?

4 A. Not that I recall.

5 Q. All right. Have you ever observed unethical
6 behaviors within HNCO?

7 A. I mean, I think the -- the dual-hatting stuff,
8 I would think that's not good. Yeah.

9 Q. All right. When you say the "dual-hatting
10 stuff," you're saying --

11 A. I mean, all this stuff I don't --

12 Q. -- Dr. Roe?

13 A. -- I don't agree with the way we handled the
14 situation.

15 Q. Why not?

16 A. Because it's between the contractor and NSA.

17 Q. So you don't agree with the way that HNCO
18 handled Dr. Roe's dual-hatting issue?

19 A. Yeah. I don't agree with it.

20 Q. All right. Can you say more about that?

21 A. They should have contacted the agency directly.

22 MR. SKINNER: I'm going to ask the witness,
23 again, remove his hands from his mouth and repeat the
24 answer.

25 THE WITNESS: They should have contacted

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1 NSA directly and worked it out with them.

2 Q. (BY MR. WAREHAM) Can you describe while
3 Captain McVeigh was working at HN- -- HNCO how -- let's
4 say -- let me rephrase that.

5 While Captain McVeigh was working at HNCO,
6 how would you describe the culture of working there?

7 MR. SKINNER: Object to form.

8 THE WITNESS: Are you talking about, like,
9 McVeigh or just the general culture?

10 Q. (BY MR. WAREHAM) Both.

11 A. Laid back.

12 Q. Laid back for HNCO?

13 A. (Witness nods affirmatively.)

14 Q. And how -- what about Captain McVeigh?

15 A. I mean, I really didn't work with him except
16 for this, like, brief period with Fibonacci. I...

17 Q. And what, if any, opinion are you left with
18 about Captain McVeigh?

19 A. I just -- I think he's -- I think he's
20 cutthroat to get his projects funded.

21 Q. Do you know if anybody has successfully
22 replaced Dr. Roe's contributions to HNCO since 2020?

23 A. I would doubt it.

24 Q. And why would you doubt that?

25 A. Because he's got, like, a Ph.D. and three

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1 masters, something like that.

2 Q. Did you ever observe any behavior by Dr. Roe
3 you would classify as fraudulent or dishonest?

4 A. No. Well, I mean, except for what's written in
5 here, some things that I don't agree with.

6 Q. Well, presuming that I wrote some of that stuff
7 and not Dr. Roe.

8 A. I mean, before this incident, I -- there was
9 nothing that -- that I felt was fraudulent.

10 Q. Okay. Or dishonest?

11 A. Yeah. I don't -- I wouldn't consider it
12 dishonest.

13 Q. Okay. Do you happen to know what the
14 difference in pay would have been from being a GS13 to
15 being promoted to GS14?

16 A. I don't know.

17 Q. No? You don't know?

18 A. I -- I don't remember.

19 Q. Were there ever any instructions given with
20 respect to whether or not to support Dr. Roe in this?

21 A. No.

22 Q. Do you know who administratively manages the
23 information systems for Air Force Life Cycle Management?

24 A. There's so many organizations, like, I -- I
25 don't know.

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1 Q. Is there, like, an -- to your knowledge, is
2 there, like, a -- a G6-level IT management?

3 A. I -- I don't know. I -- I -- I don't know.
4 Like, that's, like, so -- that's so convoluted.

5 Q. What do you have knowledge about the
6 information technology management at Air Force Life
7 Cycle Management?

8 A. I -- I don't know.

9 Q. Do you have your calendar entries from that
10 time period 2020 --

11 MR. SKINNER: Objection.

12 Q. (BY MR. WAREHAM) -- 2019?

13 A. Possibly.

14 Q. Have you been asked to provide those?

15 A. They might have been on the -- the -- the
16 request for information that I was sent by Marvel. I --
17 I don't remember.

18 Q. Do you recall if you exported that material to
19 a PST file?

20 A. There was some entries I exported, but I don't
21 remember what came up in the search.

22 Q. What was the morale of people involved in
23 Dr. Roe's projects after he left?

24 MR. SKINNER: Object to form.

25 THE WITNESS: I -- I don't know. I was

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1 taken -- removed from it.

2 Q. (BY MR. WAREHAM) Did you observe any
3 meaningful change in morale?

4 A. No.

5 MR. SKINNER: Object to form.

6 THE WITNESS: I was removed from it.

7 Q. (BY MR. WAREHAM) Do you believe that there
8 were any impacts to operational efficiency for HNCO with
9 Dr. Roe's --

10 A. No.

11 Q. -- removal?

12 A. Not operational efficiency.

13 Q. Do you believe that there were any impacts
14 relative to projected advancement with Dr. Roe's --

15 A. Probably.

16 Q. All right. Can you think of any?

17 A. I -- I can't describe that here.

18 Q. Okay.

19 A. But, I mean, like, his caliber is hard to
20 replace.

21 Q. Do you recollect any discussions around FOIA
22 requests being filed relative to Dr. Roe?

23 A. I mean, the -- the information they asked to
24 get from my computer.

25 Q. Do you know if that was part of a FOIA request?

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1 A. I don't know.

2 Q. Did you have any observation on how the
3 inspector general complaint regarding Dr. Roe was
4 treated?

5 A. I have no idea about that.

6 Q. Do you recollect the first time you were asked
7 to preserve emails? Like, roughly what time period?

8 A. It was from the Marvel email.

9 Q. All right. And do you still have the Marvel
10 email?

11 A. Yeah.

12 MR. WAREHAM: One moment.

13 (Discussion off the written record.)

14 MR. WAREHAM: Okay. So we're going to
15 briefly take another break, unless there's an objection,
16 to finalize some of our materials. We are getting to
17 the end of this. So we're just going to take a quick
18 ten-minute huddle, come back and finalize, and we should
19 be done with your portion.

20 Any objection to that, Reggie?

21 MR. SKINNER: No objection.

22 MR. WAREHAM: Great.

23 THE VIDEOGRAPHER: Time off record is 4:33.

24 (Recess taken from 4:33 p.m. to 4:50 p.m.)

25 THE VIDEOGRAPHER: We are now back on the

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1 record at 4:50.

2 Q. (BY MR. WAREHAM) So you seem to be rather tied
3 into the reputation around Captain McVeigh. Are you
4 aware of --

5 MR. HODGES: Hey, Jason, can you give me
6 just a second?

7 MR. WAREHAM: Yeah. Sure.

8 (Discussion off the written record.)

9 THE VIDEOGRAPHER: We're still on the
10 record.

11 Q. (BY MR. WAREHAM) All right. Back to -- back
12 to my question. You seem to be pretty tied in with the
13 understanding of Captain McVeigh's reputation. Do you
14 know how Dr. Roe's reputation has been affected in this
15 process?

16 MR. SKINNER: Object to form.

17 THE WITNESS: No.

18 Q. (BY MR. WAREHAM) No, you're not aware of
19 Dr. Roe's reputation?

20 MR. SKINNER: Same objection.

21 THE WITNESS: I mean, like, I know -- I
22 mean -- I mean, McVeigh didn't like him, I guess, after
23 this.

24 Q. (BY MR. WAREHAM) Excuse me?

25 A. McVeigh didn't -- didn't trust him, I guess.

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1 Q. Uh-huh.

2 Do you know how he's regarded in the
3 industry?

4 A. No. I have no idea.

5 Q. All right. Did you ever know how he was
6 regarded in the industry, even before this?

7 A. Just from Todd, I guess.

8 Q. All right. And what did Todd tell you?

9 A. Thought -- thought he was pretty good.

10 Q. Okay.

11 (Exhibit 10 was marked for identification.)

12 Q. (BY MR. WAREHAM) So going to what will be
13 Exhibit 10. This is the subpoena for a deposition to
14 include production of documents.

15 I want to be clear, do you believe you have
16 anything in your possession regarding -- in your
17 personal possession, not belonging to the federal
18 government --

19 A. No.

20 Q. -- or stored on government devices related to
21 the plaintiff, any defendant, or any Fibonacci program?

22 A. I -- I don't have any stuff on my -- on my
23 personal things.

24 Q. All right. Did you ever take phone calls on
25 your personal cell phone relative to any of these

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1 issues?

2 A. Relative to what issues? Any -- everything
3 we've discussed?

4 Q. Yeah.

5 A. It's possible.

6 Q. All right. Would you be in possession of those
7 phone records?

8 A. No. I -- I -- maybe. Yeah, I guess so.

9 Q. All right. So potentially those phone records
10 could give information around the phone calls you had,
11 say, with Todd Jasper?

12 MR. SKINNER: Objection, form.

13 THE WITNESS: I mean, it would give a date
14 and time --

15 Q. (BY MR. WAREHAM) All right.

16 A. -- but that's it.

17 Q. And duration of the phone call?

18 A. Sure.

19 MR. SKINNER: Same objections.

20 Q. (BY MR. WAREHAM) Would you be willing to
21 produce those phone records for those time periods to
22 us?

23 A. Do I have to?

24 MR. SKINNER: Same objection.

25 Q. (BY MR. WAREHAM) Well, they -- they've been

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1 subpoenaed. Would you agree that those are related to
2 the issues we've discussed?

3 MR. SKINNER: Objection, form.

4 THE WITNESS: Oh, gosh. I didn't see it
5 would be with my phone records.

6 Q. (BY MR. WAREHAM) All right. Would you be able
7 to produce those to us?

8 MR. SKINNER: Same objection.

9 THE WITNESS: Can I -- can I talk to my
10 lawyer? Do I have to --

11 MR. WAREHAM: Sure.

12 MR. BARRERA: Yeah. We'll -- we'll visit
13 on that.

14 MR. WAREHAM: Sure.

15 Q. (BY MR. WAREHAM) Would you have any emails not
16 contained within a government system similarly related?

17 A. Like, when -- when I called Todd -- never mind.
18 What did you say?

19 Q. Would you -- well, go ahead. What were you
20 going to say?

21 A. Nothing.

22 Q. All right. Would you have any personal emails
23 not contained on a government system relevant to these
24 issues we've discussed?

25 A. I don't think so.

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1 Q. Okay. Would you be willing to do a search?

2 MR. SKINNER: Objection. Object to form.

3 THE WITNESS: Do I have to?

4 MR. WAREHAM: Well, as part of -- yes. So
5 as part of this -- but I'll leave that to your counsel
6 to discuss.

7 MR. BARRERA: We'll talk about it.

8 THE WITNESS: I -- I don't think I have any
9 on my personal system about this Fibonacci this or
10 whatever.

11 Q. (BY MR. WAREHAM) All right. Have you
12 conducted a search of your personal items?

13 A. I mean, no, because I don't remember doing it
14 on any -- I wouldn't put it on personal stuff.

15 Q. Okay. Would you have any text messages?

16 A. Related -- it says "related to the plaintiff."

17 Q. Oh.

18 A. You're saying a phone call is related to the
19 plaintiff? Like, a phone call record?

20 Q. Related to programs he's working on.

21 MR. BARRERA: We'll visit on that.

22 THE WITNESS: Okay.

23 Q. (BY MR. WAREHAM) Would you -- would you have
24 text messaged, meaning, used your -- either, like, iChat
25 or SMS --

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1 A. You mean for, like -- I -- I don't remember. I
2 mean, like, nothing substantive, I don't think.

3 Q. Okay.

4 (Discussion off the written record.)

5 MR. WAREHAM: All right. I think that
6 reaches our conclusion here for our side today.

7 MR. SKINNER: All right. I appreciate the
8 witness's patience. We're just going to come -- we're
9 just going to break for about five minutes just so that
10 government counsel can speak, and we'll be back on the
11 record in five minutes.

12 THE VIDEOGRAPHER: Time off record is 4:56.

13 (Recess taken from 4:56 p.m. to 5:03 p.m.)

14 THE VIDEOGRAPHER: We are now back on the
15 record at 5:03.

16 MR. SKINNER: Great.

17 EXAMINATION

18 BY MR. SKINNER:

19 Q. Thank you very much Mr. Brown for your
20 testimony. Let's go back to Plaintiff's Deposition
21 Exhibit Number 1. Plaintiff's Second Amended Complaint.
22 Do you have that on the table in front of you?

23 A. The -- the most recent one?

24 MR. BARRERA: Yes. The second.

25 THE WITNESS: That's the second. Yeah.

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1 Q. (BY MR. SKINNER) Okay. You meticulously went
2 through many of the paragraphs in Plaintiff's Second
3 Amended Complaint, but I want to draw your attention to
4 Paragraph 118 on page 22.

5 A. Yeah. Okay.

6 Q. I don't recall that you addressed this
7 paragraph.

8 A. Yeah. I don't know anything about it.

9 Q. If you can read this paragraph. I'm sorry.

10 A. I don't know anything about this verbiage.

11 MR. WAREHAM: Objection, form.

12 Q. (BY MR. SKINNER) Okay. All right. Thank you
13 very much. We're done with the complaint.

14 You testified earlier that you had a
15 conversation with the Department of Justice attorneys on
16 March 19, 2025, including myself --

17 A. Yeah. Was that on a Wednesday?

18 Q. -- is that correct?

19 A. Was that on a Wednesday? I think we talked on
20 Wednesday.

21 Q. I think that's correct.

22 There were other government attorneys on
23 the call; is that right?

24 MR. WAREHAM: Objection, form.

25 THE WITNESS: Yes.

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1 Q. (BY MR. SKINNER) And do you remember telling
2 us that this lawsuit is, quote, "a waste of time,"
3 closed quote?

4 A. Yeah. I said something to the effect, like,
5 this -- I don't know if it was this call or this --
6 waste -- or this lawsuit.

7 Q. Did you want to explain what you meant in terms
8 of something being a waste of time?

9 A. Me having to go through all this stuff.

10 Q. You also mentioned that you were surprised to
11 see your name mentioned in Dr. Roysdon's complaint so
12 much; is that correct?

13 A. Yes.

14 Q. And can you explain now why you were so
15 surprised?

16 A. Because I went through all these statements
17 saying which ones are not true, exaggerated, or false.

18 Q. You testified earlier that Major McVeigh
19 overreacted when he found out that Dr. Roysdon was
20 operating in a dual capacity. Do you remember that?

21 A. Yes.

22 Q. Was -- was there a specific -- specific action
23 that Major McVeigh took that was, in your mind, an
24 overreaction?

25 A. He wanted to -- he wanted him to be fired.

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1 Q. And by "him" you're referring to?

2 A. Roysdon.

3 Q. And did Major McVeigh communicate that desire
4 to you?

5 A. He -- I -- I believe -- I'm pretty sure he did.

6 Q. And did he communicate that desire to you in
7 writing?

8 A. No.

9 Q. Did he communicate it to you verbally?

10 A. I don't remember exactly, but I -- I believe he
11 did, but I can't remember it.

12 Q. Got it.

13 And do you remember what he said?

14 A. I -- again, I don't remember the exact words
15 that were used. I believe it was him that wanted -- I
16 mean -- I don't remember exactly what was spoken, but he
17 did -- I -- I -- I remember -- I -- I believe he did
18 want him to be fired.

19 Q. Got it.

20 So it's your testimony that McVeigh
21 believed -- that you believed McVeigh wanted Dr. Roysdon
22 fired?

23 A. Yes.

24 MR. WAREHAM: Object to form.

25 THE WITNESS: Yes. I -- I don't remember

Daniel D.S. Brown
March 24, 2025

CONFIDENTIAL TRANSCRIPT

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1 the exact words or, like, a -- a direct order given.

2 There was a lot of things going on that day.

3 Q. (BY MR. SKINNER) And what made you believe
4 that McVeigh wanted Dr. Roysdon fired?

5 A. The -- the conflict of interest.

6 Q. What did McVeigh say to you that made you
7 believe he wanted Dr. Roysdon fired?

8 A. I don't remember.

9 MR. WAREHAM: Objection, form.

10 THE WITNESS: I don't remember.

11 Q. (BY MR. SKINNER) You testified about it not
12 being, quote, "good optically if Roysdon was present for
13 presentations by Leidos to HNCO." Do you remember that?

14 A. I remember saying that today.

15 Q. And by saying it wouldn't be good optically,
16 was that your personal opinion?

17 MR. WAREHAM: Objection, form.

18 THE WITNESS: Yes. That was a personal
19 opinion.

20 Q. (BY MR. SKINNER) In other words, you were not
21 telling Roysdon that he could not present; is that
22 correct?

23 MR. WAREHAM: Objection, form.

24 THE WITNESS: Ultimately he did present.

25 Q. (BY MR. SKINNER) So you were not telling

Daniel D.S. Brown
March 24, 2025

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1 him --

2 A. He did -- I --

3 Q. You were not --

4 A. -- I just remember it -- it looked bad
5 optically, and he was able -- he did present in April.

6 Q. Got it. Understood.

7 So here's my question, you were not
8 directing Roysdon not to be present for the
9 presentation?

10 A. I don't believe --

11 MR. WAREHAM: Objection, form.

12 THE WITNESS: -- I don't believe so.

13 Q. (BY MR. SKINNER) Were you telling Dr. Roysdon
14 that others did not want him to present?

15 MR. WAREHAM: Objection, form.

16 THE WITNESS: I don't believe so.

17 Q. (BY MR. SKINNER) Were you telling Leidos that
18 Roysdon cannot present?

19 MR. WAREHAM: Objection, form.

20 THE WITNESS: I -- I don't believe so. All
21 I remember is that I thought it would look bad
22 optically.

23 MR. SKINNER: No further questions. We're
24 done.

25 MR. WAREHAM: Just a moment, please.

Daniel D.S. Brown
March 24, 2025

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1 FURTHER EXAMINATION

2 BY MR. WAREHAM:

3 Q. I want to clarify your phrasing that you
4 testified to with respect to the phone call with DOJ.
5 When you said "waste of time," to clarify, you meant a
6 waste of your time?

7 A. (Witness nods affirmatively.)

8 Q. Is that a "yes"?

9 A. Yes. And I thought that many of these aspects
10 in the -- in this were not -- were inaccurate and not
11 substantive.

12 Q. Okay. When you stated that Captain McVeigh
13 wanted Dr. Roe to be fired, are you fair -- aware of any
14 formal process of termination that Dr. Roe was given to
15 be fired?

16 A. No.

17 MR. WAREHAM: That's all I have. Thank
18 you.

19 MR. BARRERA: I've got about two hours of
20 questions.

21 MR. WAREHAM: Great. Perfect. Too soon.
22 Too soon.

23 THE VIDEOGRAPHER: Nobody else?

24 MR. WAREHAM: I think that's it.

25 THE VIDEOGRAPHER: Sir, on Zoom, would you

Daniel D.S. Brown
March 24, 2025

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1 like to order a copy of the transcript?

2 MR. SKINNER: Yes.

3 THE VIDEOGRAPHER: And would you also like
4 to order a copy of the video?

5 MR. SKINNER: Yes, please.

6 THE VIDEOGRAPHER: Would y'all like to
7 order a copy of the transcript?

8 MR. GREEN: I don't separately need an
9 order.

10 MR. WAREHAM: He's with them. And we will,
11 yes.

12 THE VIDEOGRAPHER: Time off record is 5:11.
13 (Deposition concluded at 5:11 p.m.)

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Daniel D.S. Brown
March 24, 2025

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IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

DR. JOHN ROE,
Plaintiff,
VS.
UNITED STATES OF AMERICA,
et al.,
Defendant.

REPORTER'S CERTIFICATION

ORAL DEPOSITION OF DANIEL D.S. BROWN

MARCH 24, 2025

I, Marta M. Johnson, Certified Shorthand Reporter
No. 10743, in and for the State of Texas, hereby certify
to the following:

That the witness, DANIEL D.S. BROWN, was duly sworn by the officer and that the transcript of the deposition is a true record of the testimony given by the witness;

That pursuant to FCRP Rule 30(f)(1), request to review the transcript was not made by either deponent or party before the deposition was completed.

That pursuant to information given to the deposition officer at the time said testimony was taken, the following includes all parties of record and the

Daniel D.S. Brown
March 24, 2025

CONFIDENTIAL TRANSCRIPT

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1 amount of time used by each party at the time of the
2 deposition:

3 MR. JASON R. WAREHAM, ESQ. - 03 HOURS:50 MINUTE(S)
Attorney for Plaintiff

4 MR. REGINALD M. SKINNER, ESQ. - 00 HOURS:06
MINUTE(S)

5 Attorney for Defendant
6 MR. ROBERT J. BARRERA, ESQ. - 00 HOURS:00 MINUTE(S)
Attorney for Dan D.S. Brown

7
8 I further certify that I am neither counsel for,
9 related to, nor employed by any of the parties or
10 attorneys in the action in which this proceeding was
11 taken, and further that I am not financially or
12 otherwise interested in the outcome of the action.

13 Certified to by me this 9th day of April, 2025.

14
15 /s/ Marta M. Johnson

16
17 Marta M. Johnson, Texas CSR 10743
Expiration Date: 10/31/26
Firm Registration No. 413
18 Koole Court Reporters of Texas
8000 IH-10 West, Suite 600
19 San Antonio, Texas 78230
210.558.9484 210.558.3129 fax

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**DEPARTMENT OF THE AIR FORCE
OFFICE OF SPECIAL INVESTIGATIONS**

29 Aug 22

MEMORANDUM FOR RECORD

FROM: HQ OSI/IG
27130 Telegraph Road
Quantico, VA 22134

SUBJECT: Hotline Completion Report

1. DoD Hotline case number: [REDACTED]

2. ACTS case number: [REDACTED]

3. Allegation(s)

a. Allegation:

(1) Maj WILIAM MCVIEGH, Secretary of the Air Force for Acquisition, Technology, and Logistics (SAF/AQL), Pentagon, DC

(2) Retaliation

(3) 14 Aug 20

(4) JBSA-Lackland, TX

(5) 10 US Code § 932 – Article 132. Retaliation

(6) Finding: Not Substantiated

(7) Analysis: In FY 19, Dr. PAUL ROYSDON, National Security Agency (NSA), JBSA-Lackland, TX, briefed the Fibonacci program at the TOP SECRET level to AFLCMC/HNCO and SAF/AQL, while employed by the NSA. The NSA decided not to fund this program, and the program was then funded by SAF/AQL as an [REDACTED] project with unclassified components. At the time, ROYSDON was a government employee providing advice and guidance under the government.

Starting in FY 19, Civ DAN BROWN, JBSA-Lackland, TX, brought ROYSDON on board to support the Fibonacci program as a Technical Subject Matter Expert (contractor) and as a subcontractor under Global Info Tech Inc. (GITI). GITI held an Air Force Research Laboratory (AFRL) ACT2 prime contract. ROYSDON maintained his government position at the NSA. ROYSDON stated on 18 Aug 20, he obtained an Office

“Eyes of the Eagle”

EXHIBIT 8

Page 1 of 3

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US0000566

**DEPARTMENT OF THE AIR FORCE
OFFICE OF SPECIAL INVESTIGATIONS**

of General Council (OGC) letter providing agreement for the project to be worked. ROYSDON was cleared as a government employee to [REDACTED], but not as a contractor. ROYSDON's Limited Liability Company (LLC) did not have a Field Security Officer (FSO), DD254, and cage code that would allow him contractor SCI and program access. ROYSDON's work as a government employee included [REDACTED] discussions about the Fibonacci program.

ROYSDON was notified to stop work as an independent contractor since he was a government employee with the NSA. ROYSDON was informed he was allowed to continue supporting the project as a government employee under the NSA. However, ROYSDON informed ALFCMC/HNCO on 20 Aug 20 that he was planning to resign from the NSA.

ROYSDON completed a DoD IG complaint on 6 May 22. ROYSDON believed he was dismissed and debriefed from the program due to negligent conduct of Maj WILLIAM MCVEIGH, SAF/AG, Pentagon, DC, and SA ALLEN BEALL, HAF, PSO, Pentagon, DC. ROYSDON believed SA BEALL and MCVEIGH reported ROYSDON as an insider threat and opened an unauthorized OSI investigation.

A review of the Investigative Information Management System (I2MS) and Classified Investigative Information Management System (CI2MS) revealed no records on file for ROYSDON.

MCVEIGH was the PM for the Fibonacci program while he was stationed at JBSA-Lackland, TX. Based on financial records, ROYSDON was paid \$750,000.00 for his services as an independent contractor. Although ROYSDON was brought on to work on the Fibonacci program as a contractor, he would work on the program during normal work hours while he was employed by the NSA. ROYSDON was removed from the program due to his affiliation as a government employee and his contractor status. MCVEIGH instructed SA BEALL to debrief ROYSDON from the program (Agent Note: SA BEALL was not interviewed due to his untimely passing in August 2022). MCVEIGH only had ROYSDON removed and debriefed from the program, but did not report him as an insider threat. MCVEIGH provided all documentation and email correspondence related to ROYSDON being removed from the program due to his misrepresentation as a contractor and NSA employee.

(8) Corrective actions: Recommend opening a fraud investigation and referring the case to OSI Office of Procurement Fraud (PF)

4. Security clearance actions: None

5. Location of report of inquiry or working papers: OSI PJ Detachment 9, Joint Base Anacostia-Bolling, DC

"Eyes of the Eagle"

EXHIBIT 8

Page 2 of 3

**DEPARTMENT OF THE AIR FORCE
OFFICE OF SPECIAL INVESTIGATIONS**

6. Investigation officer identification data:

- a. Rank & Name: SA CHRISTOPHER WEBB
- b. Organization: OSI PJ Detachment 9
- c. Duty location: JBAB, DC
- d. Telephone number: [REDACTED]
- e. Email address: [REDACTED]

7. I certify that I complied with the Quality Standards for Hotline Inquiries in DOD Instruction 7050.01.

WEBB.CHRISTOPHER
.RYAN.1297231371

Digitally signed by
WEBB.CHRISTOPHER.RYAN.12972
31371
Date: 2022.08.29 10:55:05 -04'00'

CHRISTOPHER WEBB, Special Agent
OSI PJ Det 9, JBAB, DC

DoD Hotline Coordinator's identification data:

- a. Rank & Name: [REDACTED]
- b. Organization: AFOSI/IGQ
- c. Duty location: 27130 Telegraph Road, Quantico VA, 22134
- d. Telephone number: [REDACTED]
- e. Email address: [REDACTED]

"Eyes of the Eagle"

EXHIBIT 8

Page 3 of 3

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

Civil Action No. 5:22-CV-00869-JKP-HJB

VIDEOCONFERENCE DEPOSITION OF TODD JASPERS

April 11, 2025

Plaintiff,

DR. JOHN ROE,

v.

Defendant,

UNITED STATES OF AMERICA, et al.

APPEARANCES:

ALLEN VELLONE WOLF HELFRICH & FACTOR, PC
By Jason R. Wareham, Esq.
1600 Stout Street, Suite 1900
Denver, Colorado 80202
Appearing on behalf of Plaintiff.

HENDLEY & HODGES LAW, PLLC
By John W. Hodges Jr., Esq.
4594 US Highway 281 North
Spring Branch, Texas 78070
Appearing on behalf of Plaintiff.

1 APPEARANCES: (Continued)

2

UNITED STATES ATTORNEY'S OFFICE - DENVER

3

By Robert D. Green, Esq.

1801 California Street, Suite 1600

4

Denver, Colorado 80202

Appearing on behalf of Defendant.

5

U.S. DEPARTMENT OF JUSTICE - CONSTITUTIONAL TORTS

6

By Joseph Gonzalez, Esq.

Katrina Seeman, Esq.

7

175 N Street Northeast

Washington, DC 20002

8

Appearing on behalf of Defendant.

9

10 Also Present: Rebecca Bradshaw, Lance Henry,

11

Maryvonne Tompkins (videographer).

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1 Pursuant to Notice and the Federal Rules
2 of Civil Procedure, the deposition of
3 TODD JASPERS, called by Plaintiff, was taken on
4 Friday, April 11, 2025, commencing at 10:04 a.m.,
5 via Zoom videoconference, before Marcus K. Boyer,
6 Shorthand Reporter and Notary Public for the State
7 of Colorado.

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9

I N D E X

10	EXAMINATION BY	PAGE
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12	Mr. Gonzalez	63, 109

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15	1 Resume	62
16	2 E-mail to Todd Jaspers	65
17	(Counsel to provide exhibits.)	

18

19 PORTION MARKED AS CONFIDENTIAL
20 Pages 96 - 98

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1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: The time is 10:04. We
3 are on the record. Today is April 11, 2025. This
4 begins the recorded deposition of Todd Jaspers in
5 the matter of Dr. John Roe versus The United States
6 of America, et al. This deposition is being
7 recorded via Zoom videoconferencing. The court
8 reporter is Marcus Boyer. The videographer is
9 Maryvonne Tomkins.

10 The attorneys would introduce themselves,
11 starting with the plaintiff, please.

12 MR. WAREHAM: Jason Wareham on behalf of
13 Plaintiff, lead counsel, along with John Hodges,
14 Lance Henry, and Rebecca Bradshaw is on my team,
15 paralegal.

16 MR. GONZALEZ: Joseph Gonzalez and I'm
17 joined with my colleague, Kati Seeman, and we
18 represent the government defendants in this matter
19 with the Department of Justice.

20 THE VIDEOGRAPHER: Our court reporter
21 will please swear in the witness and we can proceed.

22 TODD JASPERS,
23 being first duly sworn in the above cause, was
24 examined and testified as follows:

25 EXAMINATION

1 BY MR. WAREHAM:

2 Q Great. Mr. Jaspers, hi. This is Jason
3 Wareham. Would you please state your full name for
4 the record, spelling your last name?

5 A Sure. My name is Todd Matthew Jaspers.
6 Last name is spelled J-a-s-p-e-r-s.

7 Q All right. I just have a few -- I
8 understand you've been through some depositions
9 before, but I like to just kind of clarify as best
10 as possible some -- some preliminary instructions.
11 And, so, I'm just going to kind of run through those
12 and if you have any questions, please let me know.

13 A Roger.

14 Q So you've just been placed under oath.
15 This is a deposition. It means that your testimony
16 today has -- has some legal weight, veracity, you
17 know, similar to that of -- of testifying in court.

18 Everything you say is being transcribed
19 and may be used later in a -- in a specific
20 transcript. You know, when it comes to questions
21 that I'm asking today, you know, they're not trying
22 to get -- be "gotcha" questions, they're not trying
23 to trip you up, they're just seeking what facts and
24 information that you know, to the best of your
25 recollection and your ability.

1 Today, if I ask you a question about what
2 somebody has said or previously has said, you know,
3 if you don't recall the exact quote, that's totally
4 understandable. To the best of your ability, just
5 give as much of your understanding or recollection
6 about what they were trying to say or what you
7 recollect them saying and that's perfectly --
8 perfectly fine.

9 Feel free to take our time today. I --
10 being that we've got a couple of -- of video, you
11 know, linkages here today, the -- the Department of
12 Justice is allowed to object to any of my questions,
13 and, in fact, I expect that they will.

14 Given that we have -- there may be a
15 little delay in -- in that objection, and then
16 moving on -- if you hear any sort of objection or
17 comment, just pause your answer, we'll record the
18 objection for the record, and then we'll move on
19 from that.

20 Okay. If there's anything that you don't
21 understand, what I've asked, if you need me to
22 clarify, please, you know, indicate that. You may
23 be shown documents. Our plan today is for our
24 technology to work wonderfully and we'll present
25 some documents to you through screen sharing as best

1 as we can.

2 If you need to see the -- the document
3 closer or if, you know, the -- you know of a related
4 document that would inform your information on that
5 document, feel free to bring that up.

6 But, overall, later, if you need to
7 correct any testimony or if you need to clarify
8 something at a later date, there's no -- there's no
9 issue there. You just need to, you know, be like,
10 "Oh. You know what, I need to correct that," or you
11 could contact us later to -- to make any
12 corrections.

13 Any questions about anything that I've
14 said to you?

15 A No, understand completely. The only
16 thing I did want to mention is I just came back from
17 a trip and I got sick.

18 Q Oh. No.

19 A I'm actually doing really well right now,
20 but if I start coughing, I'm probably going to just
21 mute so I don't offend anybody. I've got a drink
22 here, not alcohol, just -- but just -- I just want
23 you to know that I may start coughing.

24 Q Roger. If we need to take a break to let
25 the coughs kind of happen and -- and, you know,

1 knock that out, there's no problem. We can do that,
2 we can come back to it, you know, if you need to get
3 another drink or anything. Just let us know. Okay?

4 A Roger. I'm good to go, though.

5 Q All right. Great. And on that front,
6 you know, before we start formal questioning, yeah,
7 do you -- are you under the influence of any drugs
8 or alcohol that might like influence your testimony
9 in any way?

10 A No, sir, I am not.

11 Q Great. Then we'll just launch into it.

12 MR. GONZALEZ: And, Jason --

13 MR. WAREHAM: Yeah.

14 MR. GONZALEZ: Sorry -- sorry I
15 interrupted.

16 MR. WAREHAM: No worries.

17 MR. GONZALEZ: Thank you for -- thank
18 you. You know, we -- we generally agree with your
19 instructions and, you know, we appreciate you
20 getting that out of the way for us.

21 The -- the stuff about correcting
22 testimony, I -- I don't know that like we a
23 100 percent agree with how -- how that works, but I
24 just wanted to preserve that, but, you know,
25 overall, we -- we agree and we thank you for putting

1 those --

2 MR. WAREHAM: Yeah, I -- I was -- that if
3 he thinks of some later correction, he reaches out
4 to one of us, and we'll -- we can conference at that
5 point to talk about which form of correction might
6 occur. Does that work, sir?

7 THE DEPONENT: If -- I just wanted to
8 add -- and I -- I apologize. From the DOJ, I'm
9 having a little bit of a hard time hearing you guys.
10 If you don't mind sitting closer to the microphone.
11 I apologize. It's just -- it's very echoey.

12 MR. GONZALEZ: So this sounds very echoey
13 right now to you?

14 THE DEPONENT: It sounds a lot better.

15 MR. GONZALEZ: Okay. So if I -- if I
16 speak up like this, can you hear me fine?

17 THE DEPONENT: Yes.

18 MR. GONZALEZ: Okay. Thank you. I -- I
19 appreciate you letting me know that. Got it.

20 MR. WAREHAM: So, Mr. Gonzalez, does that
21 approach work for you?

22 MR. GONZALEZ: I -- I think that'll be
23 fine.

24 MR. WAREHAM: Okay. Great.

25 Q (By Mr. Wareham) All right. So,

1 Mr. Jaspers, you're generally aware of the action
2 that brings us here today, right?

3 A Yes, yes, I am.

4 Q And it specifically involves a man named
5 Dr. Paul Roysdon?

6 A Yes.

7 Q If you kind of start with how you know
8 Dr. Roysdon and, you know, how long you've known
9 him?

10 A Sure. So I worked at the NSA for about a
11 decade. My last position was at SOCOM. Prior to
12 that, I worked at -- at NSA Texas and I supported
13 AFCYBER. Now, I was in what's called a joint-duty
14 assignment -- and I -- I promise I'll try and make
15 this quick.

16 Q You're fine.

17 A I was in a joint-duty assignment that
18 supported AFCYBER as an NSA employee. I was chief
19 of capabilities. We sat in the space that was
20 called TAO. We do offense cyber operations.

21 Dr. Roysdon sat in the front, main office, and his
22 responsibility was to provide resources to the rest
23 of TAO relating to things like mathematics and AI.

24 Excuse me. I was introduced to him by a
25 gentleman by the name of Michael Kelly [phonetic],

1 who also supported TAO and NSA and CYBERCOM, and we
2 got to talking and there was a bunch of things that
3 I needed to have really accomplished.

4 There were -- there were certain
5 challenges in my -- and I won't go into details for
6 obvious reasons, but there was -- there were
7 several --

8 Q Well -- and, actually -- not to break you
9 up, but when you say "obvious reasons," you mean
10 because that is classified information?

11 A Yes, I don't want to get into too much
12 detail about -- about what we do, but I can go into
13 a little bit of the unclassified level. I was a
14 former CAO security, so I can -- I can kind of dance
15 around some of that, but --

16 Q Great. So, at any point, if any of my
17 questions tread into classified information, yeah,
18 you'll know based on your prior position, but please
19 indicate that, you know, in whatever fashion you
20 can, that -- that we're treading into that -- that
21 location. This is meant to be unclassified, of
22 course.

23 A Roger. Roger. So Michael Kelly
24 introduced me to Dr. Roysdon and I got to talking
25 with him about some of the challenges that we had on

1 our team. I was chief of capabilities and my
2 weapons and tactics director, Mark Brasher
3 [phonetic], the two of us met and we kind of talked
4 about what sort of our top five issues were.

5 I then met with Dr. Roysdon and I sort of
6 laid those out on the whiteboard and he kind of told
7 me, "Okay. Well, this algorithm can solve this
8 challenge," and -- and by "algorithm," I mean sort
9 of an AI-based algorithm. "This can solve this
10 problem. This can solve this problem." And stop me
11 if I'm going too far down, otherwise I'll just tell
12 the whole story.

13 Q You're okay. Go ahead.

14 A Okay. So, at -- at -- at that point, I
15 was pretty interested because he was able to solve
16 at least some of the top five issues that I had.
17 I'm sorry. Phone. The top five issues that I had.
18 So I talked to Dan Brown -- and I'd just like to
19 reference too, for this, I'm friends with both Dan
20 Brown and Dr. Roysdon, so I'm kind of in a difficult
21 situation here, but I will -- as you know, I will do
22 everything ethically as I know that I'm supposed to.
23 So I won't hold anything back regardless of which
24 friend hates me more after this.

25 Q I hope that doesn't happen, but I thank

1 you for that clarification. I appreciate it.

2 A Roger. So -- sorry. I got myself off
3 track. So I talked to Dan Brown and eventually got
4 him in touch with Dr. Roysdon. Dan Brown had
5 this -- and, again, this is like over five years
6 ago, so I'm trying to recreate it as quickly as --
7 as best as I can.

8 Dan Brown was working with another
9 individual from higher up in HNCO AFLCMC, I think,
10 from somewhere in Virginia, and he had some -- some
11 funding that could solve these challenges for me.
12 So Mr. Roysdon put together a proposal for Dan Brown
13 with some of the -- based off the requirements
14 that -- that I initiated.

15 And for -- for reference, Dan Brown -- as
16 chief of capabilities for AFCYBER, Dan Brown was my
17 go-to guy. He was awesome for getting all of the
18 different things that I needed to accomplish a
19 mission. It was also the -- the -- the 90 Cyber
20 Operations Squadron, we also got some from CYBERCOM
21 J9, but Dan was the one who would -- who could
22 procure new development, large projects, 90th cost
23 of the smaller things.

24 And, so, he put together a proposal. We
25 all liked it. It -- it met, at least, the top three

1 of my requirements and it put together a -- they
2 agreed to set up sort of a contract that Paul could
3 still work on. He got this cleared by NSA's legal
4 team that he could manage a project while still
5 working at the NSA and -- and -- and provide
6 capability development for me on these three
7 projects.

8 Q Okay. And I'd like to unpack that a bit
9 more, kind of at the --

10 A Sure.

11 Q -- start of the contract, how the
12 contract was done, you know, who -- what parties
13 were involved in the contract as far as knowing his
14 status between NSA. So I'm going to start -- you
15 know, I'm not going to do a compound question there,
16 but I'm just kind of highlighting what I'd like to
17 go into.

18 So can you say more about just,
19 specifically, the contract, where the contract came
20 from?

21 A Excuse me. I can try. It -- I'm really
22 separated from those things. I basically put in
23 what's called a requirement and those reqs go to Dan
24 Brown directly and then they start going to the A8,
25 which is Air Force 8 group, and those would then go

1 to Dan Brown. It would turn those into -- well, I
2 guess, into a proposal. So what essentially has to
3 happen --

4 MR. GONZALEZ: Don't guess. Don't guess.
5 You're not supposed to guess.

6 A Okay. I --

7 MR. WAREHAM: So if you could object,
8 that'd be great. Please don't give instructions to
9 the witness. I appreciate that, but, yes, I agree.
10 You should not guess.

11 A I -- I apologize. I don't know the
12 process, once I send the req that Dan Brown does.
13 You guys should probably ask him, but, essentially,
14 it goes from the requirement that I submit to a
15 finalized contract that then goes to, I guess, the
16 contractors.

17 Q Okay. And in this particular case, once
18 you release the requirement, okay, you understood
19 that it went to Dan Brown first?

20 A Yes.

21 Q All right. And what are you familiar
22 with that Dan Brown did with it from there?

23 A So I -- I would say that prior to that,
24 he had worked it with myself and Dr. Roysdon and
25 this individual, whose name I don't remember that

1 was much higher up in Virginia, that made sure that
2 it solved sort of the requirement.

3 There were some funds that were being
4 allocated for AI-based projects and he was able to
5 acquire those for this specific requirement. After
6 that point, I have, unfortunately, no idea what --
7 what Dan does with the contract.

8 Q And does the name Tom Parisi sound
9 familiar at all?

10 A It -- it -- it does not. If I've heard
11 that name at some point, I -- I apologize. I'm --
12 I'm not -- I'm not aware.

13 Q No worries. All right. And, so, it has
14 come up kind of in development of facts that -- that
15 others at Air Force Cyber did not understand the
16 relationship that Roysdon had as a contractor versus
17 NSA. Are you familiar with who was aware of his
18 statuses?

19 MR. GONZALEZ: Objection to form and
20 calls -- calls -- calls for speculation.

21 MR. WAREHAM: Yeah, Mr. Gonzales, I'm
22 going to be pretty tight on form objections and
23 privilege being the only ones in here. So, yeah, if
24 you would, please.

25 Q So do you have knowledge of who knew of

1 Mr. Roysdon -- or Dr. Roysdon's statuses?

2 A I know that Dan Brown was aware. I
3 became aware of the fact that he'd be doing it as a
4 contractor because I talked to both Paul and Dan and
5 I also know that there were several within the Air
6 Force that also knew of this too.

7 Q All right. And who did you know within
8 the Air Force that was aware of this?

9 A I don't remember the individual's name,
10 but it would have been Dan Brown's boss. I think it
11 was lieutenant colonel, but it would have been his
12 boss.

13 Q Do you recognize the name Lieutenant
14 Colonel Ekholm [phonetic]?

15 A I do recognize that name, but, for the
16 life of me, I don't know if that was his boss. I --
17 I apologize.

18 Q No worries. Do you recognize the name
19 Danny Burgard [phonetic]?

20 A I want to say yes, but I -- I'm sorry.

21 Q No, you're okay. Don't worry about it.

22 Do you -- do you recognize the name
23 Captain McVay?

24 A Yes, I definitely do.

25 Q All right. We'll come back to that.

1 A Okay.

2 Q So once you put in the requirement and it
3 went to -- it went up through Dan Brown to the
4 senior person that you're describing, were you at
5 all aware of like the contract finalization or any
6 other phases related to bringing Dr. Roysdon on?

7 A No, I am not involved in that at all.

8 Q Okay. What was -- you -- you gave a
9 little bit of perspective, but what was your
10 estimation of Dr. Roysdon's qualifications and
11 expertise?

12 A Particularly, at that time -- keep in
13 mind, this was 2019, 2020 -- AI had not had the big
14 explosion that it had. He was pretty much the only
15 one, along with him and Dr. Kelly, that I was aware
16 of that could even do anything like this. They're
17 the only ones that I was aware of that were even
18 talking about trying to solve certain challenges.

19 My idea in bringing some of my challenges
20 to him were based purely on scientific -- you know,
21 just -- just sci-fi, if you will, and Dr. Roysdon
22 said, "Yeah, we can do it this way if we use" -- I
23 don't remember. He'd say -- he would say something
24 like, "We would use a vector algorithm for this.
25 This would be a knowledge graph," something like

1 that. Did that answer your question? I -- I --

2 Q It did, yeah. And -- and as you
3 understood the topic, to the best of your
4 recollection, did you find him to be qualified in --

5 A Yes, yes, he -- he -- he definitely is
6 qualified. He has a PhD in mathematics and I have
7 also since worked with him, which I know will come
8 up, and he has helped guide a lot of research in
9 that area.

10 Q Okay. And, so, following his emergence
11 of -- excuse me. If anybody is hearing those beeps,
12 I'm trying to get it to stop. I'm getting
13 reminders. But as far as the day-to-day after he
14 started working on that contract, in that time
15 period that you just described, how often did you
16 work with him?

17 A So he sat up front. It was a pretty busy
18 schedule. I think I probably saw him -- after he
19 started working on that, I saw him less in the
20 office, but I probably saw him maybe at least twice
21 a week. We would still talk, he'd come by my desk
22 in what was called CTOC, the Cyber Technical
23 Operation Center.

24 That's our sort of enclave of -- of
25 senior leadership for offensive -- I'm -- I'm sorry.

1 My computer just locked. I do apologize.

2 Q No worries. No, take your time.

3 A I've got to just keep moving my mouse.

4 So he would come visit within that enclave of -- of
5 research and he would brief myself and occasionally
6 Mark Brasher, but as the capabilities chief, I was
7 pretty much the one he came to.

8 Sometimes, Dan Brown would also provide
9 me feedback as well. And from everything that I
10 could tell early on, it was it was going very well.

11 Q And over -- I mean, total time in your
12 role at NSA, what -- how long did you work together
13 with Dr. Roysdon?

14 A So I worked for NSA for a decade, but I
15 worked at that -- that particular position, excuse
16 me, from 2018 through early 2021, with a small stint
17 where I deployed to Afghanistan as a civilian for
18 six months, from 2019 to 2020, and then regained
19 my -- my position when -- when I returned from
20 deployment.

21 So it would be over the period of three
22 years. I prefer not to stay in a position because I
23 like new people to take on the responsibilities. I
24 try and do my part and then leave. But I'd say
25 minus the six months, it'd be about two and a half

1 years that I worked with him in that position. I
2 then transitioned to SOCOM in 2021 and then no
3 longer worked with him at NSA during that time.

4 Q Okay. And from your observations,
5 limited to Air Force -- like the Air Force Cyber
6 piece, did it ever appear to you that there was any
7 confusion between him as a contractor or him as an
8 NSA member?

9 A And -- and you're saying outside of Air
10 Force?

11 Q No, inside the Air Force Life Cycle
12 Management Center, did there ever --

13 A Yeah.

14 MR. GONZALEZ: Object to form.

15 A I'm sorry. I heard somebody else say
16 something.

17 MR. GONZALEZ: Objection to form. You
18 can answer.

19 A Okay. So the -- what I did get from Dan
20 is that -- well -- so -- so this would go into
21 the -- the -- the Captain McVay discussion, but my
22 understanding is that they brought up some
23 confusion -- and let me know if you want me to get
24 into the whole thing with McVay, but they --

25 Q We'll get there. I just want to talk

1 about what you observed leading up to that point.

2 A Okay.

3 Q Did you interact with -- with Air Force
4 personnel on this like contract thing that he was
5 working on?

6 A So, no, rarely did I actually go to HNCO.
7 I probably went there maybe a total of eight times
8 just to meet with Dan Brown, but there was -- there
9 was some confusion that -- that came from Air Force.

10 Dan Brown knew everything was already
11 okay. Dr. Roysdon had already gotten it cleared
12 beforehand, which is a requirement for us as NSA
13 employees, to make sure that any -- any external
14 stuff that we do or tangential stuff that we do has
15 to be discussed with legal and OGC at -- at NSA.

16 And Dr. Roysdon got a letter from NSA
17 just reconfirming that everything was okay and sent
18 it to Air Force and my understanding is that that
19 solved the problem and it never became an issue
20 again.

21 Q Okay. So let's -- let's start stepping
22 into what you do know about the -- the Captain McVay
23 issue. So, first off, who is Captain McVay, as you
24 understand?

25 A So as I understand, he was an additional

1 person, sort of like what Dan Brown does; assigns
2 projects, sort of manages projects and manages
3 capabilities. I've probably only met him once or
4 twice. I never really interacted with him because I
5 think his stuff was -- I -- I think, right -- I -- I
6 hate to guess here, but I think his stuff was mostly
7 defensive in nature.

8 Dan Brown's is almost exclusively
9 offensive. He provides capabilities to us, CIA,
10 other organizations as well, Space Force, and stuff
11 like that. And let me know if you want me to stop.
12 But I had routine discussions with Dan Brown and
13 like this is where it gets into the friend thing,
14 where I'm probably not helping my friendship, but
15 Dan Brown was very frustrated with -- with --
16 with -- with William McVay.

17 Q All right. Let's unpack that, to kind of
18 take it in -- in smaller chunks.

19 A Roger.

20 Q Can you describe the frustration that
21 Mr. Brown had with Captain McVay?

22 A So my understanding is that -- what I
23 remember having a discussion with -- with Dan over
24 multiple phone calls was that Captain McVay was
25 working on some projects that weren't

1 well-appreciated by other groups within the Air
2 Force. They didn't seem to lead to anything, they
3 weren't -- they weren't solving a solution.

4 It was kind of OBE. McVay was very
5 frustrated that he wasn't getting the support that
6 he wanted and was routinely doing everything he
7 could to hurt Dan Brown, including trying to take
8 his resources away from his projects so that he
9 could fund his own projects.

10 Q All right. And do you remember any
11 additional specifics around that specific portion,
12 where you're saying and do anything he could to,
13 quote, "hurt Dan Brown"? Do you remember --

14 A Yes.

15 Q -- discussions? Can you describe those?

16 A So, again, it's -- it's about five years
17 ago, but one of them, of course, is -- is
18 Dr. Roysdon's projects. He had received a sizable
19 amount of money for those projects, Dr. Roysdon and
20 Dan Brown had.

21 And from what Dan Brown had told me
22 repeatedly, was that McVay was trying to hurt Paul
23 and him so that he could get that funding for his
24 own line of projects and, so, all the different
25 things that he was doing was to -- to change that

1 result.

2 Q Okay. And when you say you had these
3 conversations several times, I know we're reaching
4 back over some years --

5 A Yes.

6 Q -- but do you have any estimation around
7 how many times you talked about this?

8 A Yeah, so, I --

9 MR. GONZALEZ: Object to form. Who --
10 who are we talking about here?

11 MR. WAREHAM: The conversation with Dan
12 Brown.

13 A Yes.

14 Q Go -- yeah, go ahead and state what you
15 recollect.

16 A Sure. So I talked to Dan Brown probably
17 anywhere from every day after work to maybe once a
18 week at -- at -- at a minimum. Sometimes we'd
19 actually talk, you know, during the day also. I
20 mean, we talked about other things; politics,
21 whatever it was, right, you know, conspiracy
22 theories, you know, whatever it is.

23 But it -- when we talked about those
24 things, it was probably -- probably at least once a
25 week. And I would say that it would -- I can't give

1 you an exact time, but it would've been near the end
2 of my tour there, probably closer to -- so I got
3 back from Afghanistan in -- in February of 2020 and
4 then I took -- I took the required month off and I
5 reengage at that time and it would have been
6 probably near the end of 2020, I -- I -- I presume.

7 Q Okay. And you said you kind of merged
8 Dan Brown/Dr. Roysdon products -- or projects. I
9 want to -- I want to be clear.

10 Were Dan Brown and Dr. Roysdon working on
11 the same project?

12 A Well, so, Dan Brown is -- his position is
13 that he connects contractors to requirements and
14 helps -- helps bind those proposals to the reqs that
15 like I would send out, for example, and I probably
16 did hundreds of reqs every year. And, so, Dan Brown
17 would help to solve most of those.

18 So Dan Brown wouldn't be working on it,
19 per se, hands on keyboard; he would be facilitating
20 the -- the product manager, if you will, sort of the
21 one who would receive the results of whatever the
22 contract is. That would then -- I guess I'd be the
23 product manager; he would be the one that would help
24 facilitate that, if that makes sense.

25 Q Well -- and forgive me. I do want to

1 kind of unpack that so I have some better
2 understanding.

3 A Sure.

4 Q Was he like the project manager to your
5 product manager or was it -- what -- what --

6 A So -- so, see, Dr. Roysdon really is the
7 project manager for that, as the contractor. So
8 I'd -- I'd have to say -- and maybe I'm using the
9 wrong terms, but Dan Brown probably would've been
10 the core for it. Is that the right term? The
11 civilian lead for ensuring that that gets done.

12 And, to -- to the best of my
13 understanding, basically, he's accountable for the
14 money that was given to this contract to make sure
15 it gets done and he would ultimately then provide
16 that back to me. So he was accountable to me to
17 make sure that I would get what was on my req.

18 Q Got it. So when he would talk about
19 money and -- and Captain McVay wanting money, he was
20 in a position to know about the fiscal issues with
21 projects?

22 A Yes, because -- I -- I mean, I don't know
23 the intricacies of -- of how, but I -- I know just
24 like with any organization, we have like a hot wash,
25 you know, a stand up. So they would know the status

1 of all the projects.

2 He certainly manages -- you know, I say
3 manages -- he has several reqs that are given to
4 him, not just for me, but from CIA, Space Force,
5 even Army Cyber, and -- and other organizations.
6 And, so, he manages -- he manages those to make sure
7 that they come through to fruition and then end up
8 going to the people who requested them.

9 Q Okay.

10 A If that -- if that answers your question.

11 Q It did. Thank you. So let me see how --
12 how to ask this. So do you -- I -- I want to drill
13 down to as much specifics as possible. When you
14 made the statement earlier that Dan Brown told you
15 that Captain McVay was trying to take the
16 finances --

17 A Yes.

18 Q -- from Dr. Roysdon's products -- or
19 projects, what, to the best of your recollection,
20 around the specific statements, do you recall him
21 saying?

22 MR. GONZALEZ: Objection to form. You
23 can answer.

24 A Okay. I'm not really sure how -- well,
25 actually, can you ask the question again? I

1 apologize.

2 Q Sure. I'm just trying to drill down and
3 see if you have any specific recollection as to what
4 Dan Brown specifically stated about Captain McVay
5 and the -- and the attempt to take funds?

6 MR. GONZALEZ: Objection to form. You
7 can answer.

8 A Other than like expletives like, "The guy
9 was a jerk," I -- dare I say people dislike him --
10 other people dislike him in the organization, that
11 he was very much the kind of person that would do
12 whatever it took to make sure that he succeeded,
13 regardless of how many others would, I guess, be
14 screwed, if you will. And -- and this isn't
15 verbatim, to be clear.

16 Q I understand it's not verbatim. And that
17 was all Dan Brown discussing Captain McVay?

18 A Yes, yes, the -- the only discussions I
19 ever had about Captain McVay were from Dan Brown and
20 Dr. Roysdon.

21 Q Okay. I want to specifically get into an
22 area -- and -- and I acknowledge your friendship,
23 for sure, and concerns there, but, you know, we've
24 already deposed Dan Brown and, you know, he
25 disclaimed a lot of the sum and substance of what

1 you've just described.

2 Do you have any insight into Dan Brown's
3 character for honesty?

4 MR. GONZALEZ: Objection to form.

5 A Can -- can I answer?

6 Q Yes.

7 A Okay.

8 Q So unless you're instructed not to
9 answer, which -- in -- in today, you know, the
10 government has some privileges around classified
11 information, but you're not represented by the
12 government; you're a third party witness.

13 So unless either of us instruct you not
14 to answer, once an objection is lodged on the
15 record, you can just go ahead and answer. Okay?

16 A Okay. Roger. I think Dan Brown truly is
17 an honest and ethical person. That's one of the
18 reasons why I like him. He works very hard. I
19 think he does not get the credit, honestly -- I -- I
20 think he was a GG-13. He does not get the credit
21 that he deserves for the amount of effort that he
22 puts through.

23 And -- and I will say, too, some of the
24 things that he was able to provide to my team
25 were -- were -- you know, and I hate to be super

1 dramatic, but they were -- they were critical in
2 solving some things that in 25 years people will
3 hear about and it was -- it was pretty significant.

4 What I will say is Dan Brown is the type
5 of person who is extremely skittish. He is
6 terrified of losing his job for absolutely no
7 reason. He's always been like this and I don't
8 think he would lie, in my personal opinion. This is
9 just Todd Jaspers' opinion of Dan Brown. I don't
10 think he would lie, but I think he would potentially
11 withhold, omit certain things because he fears
12 reprisal.

13 Q All right. And are you aware of any
14 reprisal against Mr. Dan Brown?

15 A Well, what I would say is -- is, one,
16 I -- you know, it's been so long ago, right, that
17 it's -- it's really hard for me to say, but I -- I
18 know that he's been successful with the team
19 since -- my old team at -- at Air Force.

20 So I -- I don't think it's been too bad,
21 but I know that at the time, with Captain McVay, he
22 was really kind of pushed to the side and -- and I
23 think that his -- and I -- I hope this does not
24 sound arrogant, but our team was really significant
25 for Air Force Cyber.

1 There were some direct presidential
2 requirements that -- that we were engaging in and I
3 think that because of that direct relationship
4 with -- with my team, myself, and Dan Brown, was how
5 he was able to stay relevant for a while during the
6 time that he -- I got the impression from him that
7 he was kind of being side-stepped at that time.

8 Q Are you aware --

9 MR. GONZALEZ: Counsel, before you ask
10 the question, I'm going to object to this entire
11 line of questioning. You're asking for impressions.
12 You're asking for opinions. It's devoid of any type
13 of foundation and you're asking for speculation.
14 So --

15 MR. WAREHAM: I mean, you're absolutely
16 allowed to lodge foundation and -- and -- foundation
17 and form questions. You're not allowed to tacitly
18 go into walking objections. So I got it.
19 Foundation. Moving on. But please do not do
20 walking objections or I'm going to have to suspend
21 this.

22 MR. GONZALEZ: I'm going to make a
23 objection for the remainder of this questioning on
24 this topic.

25 MR. WAREHAM: Understood. Thank you.

1 Q (By Mr. Wareham) So going back to the --
2 let's see. Where were we? So we were at --

3 A Talking about Dan --

4 Q -- Dan Brown being self-protective.
5 Okay. So -- so were you ever aware of Dan Brown
6 being removed from what he described as special
7 projects?

8 A I -- I -- I -- I can't confidently say
9 yes. It does ring a bell, but -- but I -- I don't
10 want to be put on record as saying yes because I'm
11 not confident in that.

12 Q Thank you. That -- thank you. Do you
13 recall him ever describing any adverse actions taken
14 by Captain McVay against him?

15 A I want to say yes, but I honestly can't
16 remember.

17 Q Okay.

18 A Because I -- I transitioned out around
19 that time, so...

20 Q Okay. And just to follow that line,
21 where did you go when you transitioned out?

22 A So I transitioned to USSOCOM. I was then
23 the -- the Command's cyber security -- senior cyber
24 security advisor for J-6, J-2, J-3, and I was there
25 from -- oh. Gosh. Let's see. 2020, 2021. You

1 know, I have to look at my resume. I apologize.

2 But I -- I was there for about nine -- nine,
3 ten months.

4 Q Okay. And did that have any interaction
5 with any of the Air Force folks that you previously
6 worked with?

7 A None, other than just, you know, saying
8 hi and stuff like that and maybe the occasional
9 follow-up, like, "Hey, where's this" -- from my
10 replacement, Brian, asking like, "Hey, how do I
11 access this?" You know, "Is there this?" And I'll
12 be like, "Yeah, just go there." But, no, I -- I no
13 longer had any association with that organization
14 nor the caveats needed to discuss those topics.

15 Q Okay. Was there ever a point where you
16 reengaged with Air Force Cyber?

17 A I did as a contractor, if -- if that's
18 what you're asking. I -- I did, yeah. Yeah, so --
19 my computer just locked. I am so sorry. I'll try
20 and be --

21 Q You're fine.

22 A -- better about moving my mouse.

23 Q We're dealing with tech here. It's not a
24 problem.

25 A Yes, so, in November of 2021, and, again,

1 I have to look at my resume, but I know I sent it
2 to -- to both the -- the Plaintiff lawyers and the
3 Defendant lawyers. I went to Leidos.
4 Dr. Roysdon -- he didn't reach out to me, but I
5 asked him if there was any -- if there was any
6 opportunities at Leidos.

7 I was actually very unhappy at NSA.
8 Sorry. Give me a second. I apologize. Let me -- I
9 have a landline. Don't judge me.

10 Q Yeah, I'm surprised. I haven't seen one
11 of those in a while.

12 A I know. So I don't know how much of this
13 you need to know, but I was -- I -- I did not take
14 the pull-out of Afghanistan very well. It hit me
15 really hard. I kind of just hit all the things
16 that -- that I saw when I was there, but when it
17 actually happened, when we pulled out, like it --
18 I -- I wasn't doing well --

19 Q Yeah --

20 A -- and I just --

21 Q -- if it makes you feel any better --

22 A Yeah, and -- and -- and I just like --
23 I'm just going to share this. It sounds ridiculous
24 I'm even saying this, but my colleague at NSA and my
25 subordinate, he was an avowed communist, which was

1 something I'd just never heard of before in my life
2 and that was completely acceptable to NSA, he had an
3 English major, and I was like completely a waste of
4 my time. NSA had gone from 44,000 employees down to
5 8,000, which is unclassified now, by the way.

6 And, so, all I was doing was writing
7 papers. I was miserable. Like I -- I -- I just --
8 I wanted to like get back to actually doing some
9 good and -- and something. And, so, Dr. Roysdon, he
10 said, "Well" -- you know, he was very clear that he
11 wasn't going to ask me unless I asked him because I
12 guess there's some laws as contractors; you can't
13 ask federal employees.

14 So I -- I -- I had reached out to him and
15 asked if there were any opportunities and he got me
16 a position as a researcher at Leidos. Now, fast
17 forward about -- I want to say maybe five,
18 six months, we're probably into -- we're now into
19 2022 and Dan Brown called me on the phone, asked if
20 there was anything that we had that might help his
21 team. So he actually did reach out to me first.

22 And I said, "Yeah, absolutely. We're
23 working on three types of technologies." Excuse me.
24 And I can go into one. It focuses on endpoint, in
25 the middle, and then -- gosh. I'm drawing a blank.

1 Well, a parameter, endpoint, and then the network
2 traffic in the middle.

3 And, so, we all -- our -- our --
4 Dr. Roysdon's thought was always offense first,
5 defense second. I won't get into why that matters,
6 but it has to do with how you train models
7 offensively and then how you develop them
8 defensively. And these -- these were -- these were
9 new capabilities, barely tangential to the things
10 that I kind of asked for, not really, but they were
11 trying to solve some of the other problems that we
12 had.

13 And -- and Dan was interested in enough
14 that we put together some slide decks and we
15 presented -- I think I probably -- I don't remember
16 the exact number, but we -- we presented to him a
17 couple times. And stop me if you want to break this
18 up.

19 Q Oh. Yeah, let's break this up. Exactly.

20 A Okay.

21 Q All right. So let's get to a timeline
22 around August of 2020, which, in the complaint, is
23 when we've described Dr. Roysdon leaving Air Force
24 Cyber. All right. What -- what do you recollect
25 from that time period relevant to this?

1 MR. GONZALEZ: Objection to form.

2 Q That was a bad question. Did that make
3 sense?

4 A It -- it -- it -- it -- it did. I'm not
5 sure I really remember. Paul had moved on to
6 Leidos -- which I now know as Leidos and things are
7 good for him. And he -- I didn't really hear much
8 about it. He was just talking about all the great
9 things that he was doing at Leidos and -- and how
10 Leidos had started a whole new research
11 organization.

12 You know, Leidos has separate arms that
13 they do, there's defense, whatever, health, civil,
14 and they've created a research arm and how he was
15 helping to stand that up and he was pretty excited
16 about it.

17 Q All right. Specifically focusing on any
18 conversations with Dan Brown, did Dan Brown ever
19 describe to you --

20 A Excuse me. I'm sorry.

21 Q Go ahead.

22 A I'm sorry. Any discussions with Dan
23 Brown -- can you repeat that? I'm sorry.

24 Q Yeah, Dan Brown -- did -- to your
25 recollection, did he ever discuss anything with you

1 about Dr. Roysdon's exit from the Air Force?

2 A The only thing I ever heard from Dan
3 Brown that was -- now you're saying during 2020?

4 Q Yeah, like August 2020.

5 A At that point, no.

6 Q No? Did you ever -- do you need to take
7 a sec? We can take some time if you want to take
8 some drinks and -- yeah, please go ahead.

9 A I'm sorry.

10 Q No, you're fine. Don't apologize.

11 Do you recollect any point where you had
12 any discussions with Dan Brown about the reasons for
13 Dr. Roysdon's exit?

14 A No, I -- I -- my assumption always just
15 was that Paul got frustrated, the project was taken
16 away, and Dr. Roysdon left NSA. That's really the
17 only one that I kind of really thought of because I
18 kind of viewed that as the more important one.

19 He left NSA because he -- he wanted to, I
20 guess, move up a little quicker and wanted to do
21 certain things. NSA -- like I said, my frustrations
22 with NSA, they viewed all the things that we wanted
23 to do as too sci-fi, which is ridiculous because
24 that is really antithetical to how NSA has always
25 traditionally been, right.

1 You see it on TV, it's like the most
2 advanced organization in the world, and it's not the
3 case anymore. It's -- we've fallen so far behind.
4 So he left because he got a better opportunity at
5 Leidos to actually do a lot of the things that we
6 couldn't do at NSA.

7 Q Okay. And when you say "he left," are
8 you talking about he left NSA?

9 A He did, yeah. Yeah, that's -- that's
10 really the only one I kind of track --

11 Q Yeah.

12 A -- because I would see him at work.

13 Q Okay. Let's see. So going from there,
14 in -- from that time period in August 2020, into the
15 Leidos role --

16 A His -- his role in Leidos?

17 Q Yeah, yeah -- well, let me shape the
18 question here. So, yeah, let's talk about
19 Dr. Roysdon's role at Leidos. Sure. Okay. What
20 was his role there?

21 A So, initially, he was what was called a
22 principal investigator. And, internally, that was a
23 rank of what I think is called a T-5. And then he
24 was promoted to a T-6 after he had set up what was a
25 pretty good suite of foundational new development

1 capabilities in -- in AI. Excuse me.

2 And then he was promoted to chief AI
3 officer and made vice president and I think it was
4 like a double-promotion. He got to T-7. I don't
5 know if that means anything to you guys, but it
6 would be sort of the equivalent, I guess, to GG-15
7 or an 06, something like that.

8 And then he continued to -- to work
9 directly with the company CTO for the remainder of
10 the organization, helping to sort of shape different
11 areas of research as the chief AI officer.

12 Q Okay. And what was your observation
13 regarding Dr. Roysdon's ability to work with Air
14 Force Cyber from Leidos?

15 MR. GONZALEZ: Objection. Form.

16 Q Go ahead.

17 A So I -- I think what -- what you are
18 trying to -- I think what you're asking me is -- is
19 what -- when -- when we worked -- tried to work with
20 AFCYBER -- well -- okay. So, specifically, it's not
21 AFCYBER, right. It's HNCO. Dan Brown worked for
22 HNCO. AFCYBER was where I worked and I wouldn't
23 necessarily have had a need to go to AFCYBER, so
24 much as I knew that I would go to HNCO.

25 Now, Dan Brown reached out to me from

1 HNCO and he asked me if there was anything that we
2 had. So that's now going to the -- the end of the
3 conversation we had where we -- said we were going
4 to break it down.

5 So I had had those discussions with Dan
6 Brown. I talked to -- to Dr. Roysdon --
7 Dr. Roysdon. So he would, normally -- in any of
8 these customer presentations, he would always have
9 his name on the slides and things like that. And I
10 can't remember if we sent it to him first or if he
11 told me on the phone specifically first, which he
12 very much did at a later time, say that, "I can't
13 have Dr. Roysdon's name on any of these slides."

14 And, so, we put my name on the slides
15 intentionally instead of -- instead of Dr. Roysdon's
16 because it was made clear to me from Dan Brown that
17 it would be an absolute no-go if any of these
18 documents had Dr. Roysdon's name on it because he
19 was to use the term "persona non grata."

20 Q Okay. And we are going to try to unpack
21 that in -- in a --

22 A Oh. Sure.

23 Q -- timeline and from there, you know, to
24 the best of your ability, to remember specifics
25 because this is a key point.

1 A Yes.

2 Q So around the first conversation that you
3 had with Dan Brown where he said something to the
4 effect of, "He's persona non grata," do you
5 recollect roughly what time period that --

6 MR. GONZALEZ: Objection to form. Who's
7 testifying here? "Persona non grata" is in your
8 complaint, but who's testifying here?

9 MR. WAREHAM: I can go ahead and give any
10 leading question I'd like and then ask him to
11 comment on it.

12 MR. GONZALEZ: You're -- you're -- you're
13 mischaracterizing what he said and you're
14 mischaracterizing his testimony. So just ask the
15 question. You know, we are going to have a problem
16 if you're going to ask questions that way.

17 MR. WAREHAM: Okay. Do you want to
18 suspend and go have a conversation? I'm fine with
19 that. All right. You know, good or bad questions,
20 I'm allowed to ask them. I'm not testifying. I'm
21 not trying to admit my deposition testimony, right?
22 It only matters what he answers.

23 Okay. So object to the question and stop
24 stepping on the question or we're going to have a
25 conference.

1 MR. GONZALEZ: Okay. Well, you're
2 having -- you're asking improper questions. Go
3 ahead.

4 MR. WAREHAM: Well, that's why objections
5 exist.

6 A I'd just like to say, in a former life, I
7 really would love to be a lawyer because I love this
8 stuff. But -- but I'm sorry. Would -- would you
9 repeat the question? I apologize.

10 Q Yeah, let's repeat the question. So
11 there's a time period -- you know, what do you
12 recollect is the first time period where Mr. Brown
13 commented on Dr. Roysdon being excluded from Air
14 Force Cyber?

15 MR. GONZALEZ: Objection to form. Go
16 ahead.

17 A I -- I wish -- I -- I can't give you
18 the -- well, I probably could, actually, if I went
19 through my e-mails, but there was -- there was a
20 discussion that I had with Dan Brown and Rick Lipsey
21 responded to it and -- and confirmed to Dan Brown
22 that my name was on the slides.

23 Now, I want to be very clear that there
24 was nothing from Dan Brown in those e-mails saying
25 that Dr. Roysdon could not be, right. Those were

1 all conversations I had on the phone. I just want
2 to be real clear about that because I'm not trying
3 to lead or anything with that, but I believe that
4 had to have been either late 2022 or early 2023.

5 I -- I really can't -- I mean, I guess
6 that's only a couple of years ago, but, you know,
7 until just like a little more than a week ago, I had
8 completely forgotten about all this --

9 Q I understand.

10 A -- so...

11 Q So just do the best that you can. All
12 right. And -- and, again, whatever your truthful
13 recollection is, that's what we're looking for.

14 So when you say look back at your
15 e-mails, can you describe what e-mails those are?

16 A Yes, there was a bunch of e-mails back
17 and forth to Dan Brown at his HNCO NIPR e-mail where
18 we're basically passing slides and I think Dan is
19 kind of helping us define what he wants in that for
20 us to present our capabilities to -- sort of like a
21 read-ahead. You know, as a contractor, we give a
22 read-ahead for a presentation and then he can circle
23 that so that Dan Brown could get the right people in
24 the room.

25 Q All right.

1 A And the only thing was from an e-mail
2 from Rick Lipsey where he confirmed -- he said,
3 "Todd Jaspers is the project manager. His name will
4 be on the slides."

5 Q Okay. And was there a point where
6 Dr. Roysdon's name was on the slides?

7 A I do not -- I -- I know he wanted them
8 on, but Dan Brown told me that they could not be. I
9 don't know if they ever were. I -- I can't -- I
10 can't remember, but I know that Dan Brown said that
11 they can't be.

12 Q And who was the individual you just
13 mentioned that said only your name would be on the
14 slides or -- or --

15 A Yep, Rick Lipsey is our Air Force
16 business development lead. He's a former colonel.
17 He works out of our San Antonio office. I don't
18 know if he's with Leidos still. I think he's very
19 part-time. He's retired and has some health issues.

20 Q Do you have any idea how to spell his
21 last name?

22 A Let me just type it up and see.
23 L-i-p-s-e-y.

24 Q Okay. And do you happen to know where he
25 might be located currently?

1 A Let me see. Do you want to see if I can
2 find his e-mail address? I'm on my work computer.
3 They allowed me to use it because it involves Leidos
4 stuff. Give me a second. I can put it in the chat,
5 if that works for everyone.

6 Q Why don't you just say it on the record
7 so we have a clear record.

8 A Okay. It's Rick Lipsey and his e-mail
9 address is -- so he's a consulting employee. So
10 he -- it looks like he's actually out until
11 September. His e-mail is
12 richard.a.lipsey@leidos.com and it says that he
13 is -- he is out on sabbatical through the end of
14 September.

15 Q Okay. And what is he in Leidos?

16 A It says consulting employee, but at the
17 time, he was business development lead for Air Force
18 in San Antonio.

19 Q Okay. And what does "at the time" --
20 what does "business development lead" mean?

21 A Those -- those are the individuals that
22 have constant communications with civilian and
23 military to try and meet up with them on a regular
24 basis, trying to find -- I've never been BD, but
25 those are the people that kind of reach out and

1 are -- are trying to see what challenges there
2 are -- basically to see if we can try and sell you
3 something.

4 Q Okay. And when you described the e-mail
5 that said only your name would be on the --
6 the slides from Mr. Lipsey, do you know what that
7 was in reference to?

8 A Yes, that's the slide deck that we sent
9 to Dan Brown. He was just confirming to Dan Brown
10 that only -- that only my name was going to be on
11 the slides. But, again, I want to be very clear,
12 there was nothing in the e-mail from Dan Brown that
13 says, you know, you can't have Dr. Roysdon --

14 Q I understand that. Are you aware of any
15 reason why Rick would tell you that?

16 A It -- it could be maybe that --

17 MR. GONZALEZ: I'm going to object to
18 this question. Form.

19 A Yeah, I -- I -- I'm -- I'm not -- I'm not
20 really sure. It could be that maybe Dr. Roysdon --
21 because I would've -- I would've had that
22 conversation with Dan Brown. So I would have talked
23 to Dr. Roysdon and said, "Hey, you can't have your
24 name on there." Maybe he then mentioned it to Rick
25 Lipsey. I'm -- I'm not really sure. It -- yeah.

1 Q So let's go back to Dan Brown --

2 A Roger.

3 Q -- specifically on this issue. What, if
4 anything, did Dan Brown say on this issue about
5 removing Dr. Roysdon's name from the slides?

6 A So he said -- the term was used, "persona
7 non grata," and he said multiple -- you know, any
8 time that we would interact with them, he said that
9 we can't have Dr. Roysdon on any of the
10 documentation.

11 As a matter of fact, I -- I don't think
12 he even wanted Dr. Roysdon on the -- the meeting --
13 on the Teams call while we were doing the
14 presentation, but, you know, Dr. Roysdon was like,
15 "It's my research, so I'm going to be on it anyway,"
16 and, so, he still went on the Teams call.

17 Q Okay. Did Dan Brown ever give you
18 insight into why he didn't want Dr. Roysdon on the
19 call?

20 A Well, I -- I think -- it was pretty clear
21 to me that it was probably because of the lawsuit.
22 The only thing I ever heard from him was, "I don't
23 think you know what he did," referring to the
24 lawsuit. And I said, "Look," you know, "I don't
25 really want to get involved in that. I'm friends

1 with both of you guys. This is not" -- you know --
2 you know, it's...

3 Q So I want to focus on a time period
4 before the lawsuit. So between 2020 and 2022, were
5 you working with Dr. Roysdon in Leidos at that time?

6 A No, I did not come to Leidos until 2021.

7 Q Okay. So in 2021, did you ever have a
8 conversation with Dan Brown with respect to
9 Dr. Roysdon, to your recollection?

10 A Yeah, we -- we were still amicable.
11 We'd -- we'd often talk about, you know, the
12 election and -- and, you know, conspiracy theories
13 and, yeah. I mean, I think -- I -- I don't remember
14 the time frame, but -- but I know that -- I know
15 that Dan Brown talked to Dr. Roysdon and I talked to
16 Dan Brown.

17 I mean, we never had like a party line or
18 anything like that, but, you know, we would all talk
19 to each other on a regular basis.

20 Q Okay. And was there anything negative
21 said by Dan Brown about Dr. Roysdon in that time
22 period?

23 A I don't remember him saying -- actually,
24 I think -- I think Dan Brown was very -- I think he
25 really looked up to Dr. Roysdon a lot. I think he

1 actually viewed him as -- and -- and -- and he is.
2 I mean, he'll let you know it, but he is. You know,
3 Dr. Roysdon is very intelligent and he's got like
4 seven degrees or something like that and -- and, you
5 know, he is -- he is a very smart guy.

6 And Dan Brown kind of viewed him as like,
7 you know, this person that's going to change the
8 world or -- or whatever it is. So that's -- I -- I
9 never heard anything negative from him other than
10 that, I guess, things were not going well for him
11 with the lawsuit. "Well for him" being Dan Brown.

12 Q And when you say "well for him," what was
13 not going well for him?

14 A So that was -- that's referring to the
15 conversation as, "I don't think you know what he
16 did," and then that's referring to the lawsuit, to
17 which point I kind of told him I really don't want
18 to be involved in that, I want nothing to really do
19 with that at all.

20 I didn't really -- I don't really have
21 anything to do with that. I mean, I guess I do
22 because I'm being deposed, but that's not really --
23 you know, I'm just the one that's supposed to --
24 that was supposed to receive the capability, so...

25 Q Okay. All right. Was there -- besides

1 being on Teams calls, was there ever a time where
2 your -- in the Leidos role, you presented physically
3 to Air Force Cyber, HNCO folks?

4 A In person?

5 Q Yeah.

6 A No, I -- I have not.

7 Q Are you aware of any time Dr. Roysdon
8 presented in person?

9 A You know, that's a good question. I --
10 I -- I don't know. I -- I know that they may have
11 presented to -- to AFCYBER -- or, no, to NSA Texas
12 TAO -- or CNO. I'm sorry. TAO is the old name.
13 CNO, Computer Network Operations, is the new name.

14 I think he did go directly to CNO, which
15 included some of the AFCYBER people, and that was
16 with Mark Brasher and Robert Allen in -- in San
17 Antonio, but -- but I was not there, as I'm in
18 Tampa, so -- and then we're talking about -- we're
19 talking about like fairly -- like post 2021, right?

20 Q Correct, in that time --

21 A Yes, yes, but I don't think -- I'm not
22 aware of him actually briefing in person to HNCO. I
23 mean, I'd imagine that -- like it was pretty obvious
24 to me that that wasn't going to happen.

25 Q And why is that?

1 A Well, that's like -- like what I said,
2 any -- any mention of Dr. Roysdon being at all
3 involved with anything that we were doing was
4 considered a red flag for -- for Dan Brown.

5 Q Okay. Besides Teams calls and -- what
6 was the other -- were there any other forms of
7 presentation that the Leidos folks put on for HNCO?

8 A No, it was -- it was just Teams.

9 Q Okay.

10 A That I'm personally aware of.

11 Q Okay. And are you aware of whether or
12 not HNCO contracted for any of those projects that
13 was involved -- involving Dr. Roysdon?

14 A No.

15 Q They did not or you're not aware?

16 A They -- oh. I am aware that they did not
17 take on any of our capabilities. And -- and I would
18 actually add too, that Dan Brown was actually
19 uniquely aggressive in -- in the last presentation
20 that I gave to him. Again, he's -- he's awesome,
21 right. Dan Brown is an awesome guy.

22 When I was kind of the person telling him
23 what I needed, I loved the dynamic that he often had
24 with the contractors because he got them done. It's
25 a totally different thing when you then become a

1 contractor. I didn't take it personally, but, man,
2 he was aggressive.

3 I got the impression that it was -- it
4 was -- and this is just my personal opinion, right,
5 that I got the impression was that he was -- he was
6 a little bit of grandstanding for the individuals
7 that were also on the call.

8 And those names, I -- I don't remember
9 and McVay was not on there, to be clear, but he
10 later called to apologize because -- because he said
11 that he had just been like -- he was -- he was like
12 really trying to beat me down like -- he didn't use
13 any expletives, but like, "Who would want this," you
14 know, and -- and we're actually implementing it
15 across all the IEPs soon. So somebody clearly wants
16 it, but...

17 Q So around what time period was the
18 unique -- unique aggression issue, as you described
19 it?

20 A So that slide deck that I was referring
21 to where it had my name on the slides, I believe
22 that was the one that we ended up presenting to the
23 customer, to -- to HNCO, and that would have
24 happened maybe a couple weeks or maybe a week after
25 that -- that e-mail with the -- about the slides.

1 So it would have been around that time,
2 which, I mean, I -- I -- I tried to go through my --
3 I think -- you guys probably have those or maybe
4 from Dan Brown, from his NIPR, but I want to recall
5 that it was maybe early 2023.

6 Q Okay. And, actually, you make a really
7 good point. So let's talk a little bit about e-mail
8 communications from Dan Brown to you.

9 A Mm-hmm.

10 Q Would he e-mail you?

11 A Yes, yes, he would from his HNCO work
12 e-mail to my -- my todd.m.jaspers@leidos.com e-mail
13 for strictly work things. Again, there was nothing
14 that was -- that references anything that we're
15 talking about here in a negative connotation,
16 "Dr. Roysdon can't be here, can't do that," you
17 know, there was none of that.

18 It was just -- Dan Brown is very good
19 about keeping work stuff separate. We would also
20 e-mail back and forth privately for just, you know,
21 politics and whatever else and that was from his
22 lakeside@hotmail, I think, .com e-mail to my --
23 excuse me -- toddjasp@protonmail.com e-mail.

24 Q Okay. And while I understand that
25 there -- you're describing there's nothing negative

1 in the e-mails from -- from Leidos -- or to Leidos
2 from -- from his official account --

3 A Right.

4 Q -- would those e-mail like dates and
5 times help you with the timeline around some of
6 these conversations?

7 A Do you want to give me a minute? I -- I
8 hate to -- to do this while you guys are on here,
9 but if -- I -- I'm -- I'm -- I'm on my work --

10 MR. WAREHAM: This is actually an
11 excellent -- we've been going about an hour.
12 Usually I try to give everybody a chance to -- to,
13 you know, get water or take a second. I wouldn't
14 object to taking 10 minutes right now, or longer, if
15 anybody else wants. Any objections?

16 MR. GONZALEZ: None from us. 10 minutes
17 is fine, if that's okay with the court reporter.

18 MR. WAREHAM: All right. We'll -- we'll
19 reconvene --

20 THE VIDEOGRAPHER: Hold on.

21 MR. WAREHAM: -- my time at 1:17 p.m.
22 would be when we come back.

23 THE VIDEOGRAPHER: Can you guys hold on?
24 The time is 11:08. We are going off the record.

25 (A break was held off the record from

1 11:08 a.m. to 11:19 a.m.)

2 THE VIDEOGRAPHER: Time is 11:19. We are
3 back on the record.

4 Q (By Mr. Wareham) So you were taking a
5 look at some e-mails for timeline purposes.

6 Did that refresh your recollection?

7 A It looks like it was -- all my
8 discussions with Dan Brown and Rick Lipsey occurred
9 between late March and -- and up through mid-April
10 of 2023. And then I have another set of e-mails
11 where -- and that was just briefing to HNCO.

12 I have another bunch of e-mails that were
13 a briefing with Mark Brasher, who -- who was the
14 weapons and tactics director, that I also brought
15 onto Leidos, and that was in July -- late July, in
16 San Antonio. I was uninvolved in that because I'm
17 in Tampa and, so, there's no need for me to fly out
18 there.

19 Q And when you say late July, that's 2023?

20 A Yes, yes, it is.

21 MR. GONZALEZ: So before you ask your
22 question, Jason, I -- I -- I'm fine with the witness
23 like taking a look at his e-mails to kind of refresh
24 his recollection, where we are with the timeline.
25 I'm -- I'm not okay with questions being asked about

1 documents that aren't in front of me that are
2 from -- you know, they're Leidos documents that
3 probably their general counsel might want to be
4 involved in if they're going on a record. I will --

5 MR. WAREHAM: I actually totally agree
6 with you. We don't have a disagreement there.

7 MR. GONZALEZ: Okay.

8 MR. WAREHAM: What I think I'm going to
9 do is we'll just issue a 45 and we'll produce it in
10 discovery and -- you know, yes, but I get it, yeah.

11 MR. GONZALEZ: So, you know, Mr. Jaspers,
12 it's fine that you refresh your recollection and did
13 all that, I have no I have no objection to that,
14 but, you know, my -- my request is that you, you
15 know, close that down right now --

16 THE DEPONENT: I just did.

17 MR. GONZALEZ: Okay.

18 THE DEPONENT: I understand.

19 MR. GONZALEZ: Okay. All right.

20 Q (By Mr. Wareham) So, anyway, focusing on
21 the e-mail collection. That's all -- just to
22 confirm, that's all on the Leidos servers, all those
23 e-mails that you just reviewed?

24 A Yes.

25 Q Okay. All right. Easy enough. And,

1 actually, would you just state your e-mail for
2 Leidos full out so that we can -- we can track what
3 account that is?

4 A Sure. It's todd.m.jaspers@leidos.com.

5 Q Okay. So are you aware of, in general,
6 Dr. Roysdon's reputation among HNCO?

7 A Only from my conversations on the phone
8 with Dan Brown, that post the whole Captain McVay
9 thing, that it's quite bad.

10 Q Okay. And when you say "quite bad," what
11 do you mean?

12 A Basically not really allowed back. They
13 don't want to have anything to do with him, anything
14 involving him would be considered like a
15 show-stopper.

16 Q Okay. In general, how long have you
17 worked in the government contract space?

18 A I've been a government contractor for
19 exactly three years.

20 Q Okay.

21 A And I was a federal employer for a
22 decade.

23 Q Okay. Oh. Yeah, and as a federal
24 employee for a decade, how often did you work with
25 contractors? Not just afterwards.

1 A Quite a lot, actually. I -- so if you
2 look at my resume, which -- which everyone should
3 have a copy of, I -- I was stationed around
4 different places. I was stationed at US SOUTHCOM
5 and I worked with contractors. I know there's
6 certain things like, you know, you can't give them a
7 coin, even if they've done an awesome job.

8 You know, there's -- you have to be very
9 careful with how things are said because it can be
10 interpreted as -- "Well," you know, "you said my
11 performance was great this one time, but now the
12 contract you're saying isn't" -- you know, stuff
13 like that. So to -- to that extent, I'm -- I'm
14 aware with it.

15 When I was at NSA, we had a lot of
16 contractors as well. I was the development manager
17 for some capabilities that we were developing for
18 the defensive side and most of my team members were
19 contractors and, you know, they had to follow
20 certain guidelines for certain things. Does that --
21 does that answer your question?

22 Q Yeah, it does. In that time, either
23 working with contractors or being a contractor, are
24 you aware of the role of individual reputation and
25 its impacts on contract work?

1 A Now, I think if it's -- and I'm using a
2 term that I think is not appreciated as a
3 contractor, but when -- when it's a butts in seats
4 kind of thing, I don't think it really matters so
5 much. I -- I know that like I'm not allowed to
6 say -- so let me give you an example.

7 When I was working at SOUTHCOM, they had
8 me review a contract and there were some contractors
9 that I know I just really did not want there. They
10 did not get work done. They were -- they were just
11 not good employees. And I was told that I can't ask
12 those things when I'm reviewing the -- the proposals
13 for the final contract.

14 We can ask for contractors to not be put
15 in positions of authority under other contractors,
16 but that we can -- but that we can't specify to the
17 government who they can and cannot include in
18 contracts. I don't know if that's answering your
19 question. Sorry.

20 MR. WAREHAM: Not really, but that's
21 okay. You know what, I think that's actually the
22 conclusion of my questions. As I was thinking about
23 it, since you referenced it a few times, and for --
24 for DOJ, I'm going to mark his resume as Exhibit 1,
25 just since he referenced it a few times, to keep the

1 record clear, but, really, that's my only exhibit at
2 this time and we'll make sure that gets marked.

3 Otherwise, I think I'm done with my questions.

4 (Exhibit 1 was marked.)

5 THE DEPONENT: I know the DOJ and the --
6 the -- the plaintiff's lawyers have a copy of it. I
7 don't know if I need to send it anywhere else.

8 MR. WAREHAM: Do you guys have a copy?

9 MR. GONZALEZ: Yep, yep.

10 MR. WAREHAM: All right. Great. Then
11 other than that, yeah, we're concluded, but there --
12 the DOJ may have some follow-up questions here for
13 you and then I might have --

14 THE DEPONENT: Sure.

15 MR. WAREHAM: -- some follow-up on their
16 follow-up. So I defer.

17 MR. GONZALEZ: Okay.

18 THE DEPONENT: And -- and if you don't
19 mind -- I apologize. If you don't mind just
20 speaking up because sometimes it's -- it's not clear
21 and -- and I won't take it personally if you get
22 aggressive with me, so...

23 MR. GONZALEZ: Mr. Jaspers, you're --
24 you're a nice guy and you're a very willing witness.
25 I don't think that that'll happen, so don't --

1 THE DEPONENT: Although it makes it more
2 exciting.

3 MR. GONZALEZ: Okay.

4 THE DEPONENT: Only a little bit. It'll
5 make it more fun.

6 MR. GONZALEZ: Jason and I might give you
7 a show. I don't know.

8 MR. WAREHAM: All right. If that's what
9 he wanted there, Mr. Gonzalez, let's party.

10 EXAMINATION

11 BY MR. GONZALEZ:

12 Q Okay. So let's start off talking about
13 Dan Brown. Okay?

14 A Yes.

15 Q All right. Can you hear me okay?

16 A Yeah, I'm trying to zoom in on you just
17 so I can see you better. I'm sorry. Let me move
18 you to the center. I can't do it. I just see
19 myself. That's fine. I don't -- I guess I'll look
20 at myself. Go ahead. I -- I apologize.

21 Q Okay. You're -- you're good?

22 A I'm good.

23 Q Okay. All right. How long have you
24 known Dan Brown?

25 A So I first met Dan Brown when he was

1 revealed to me as the HNCO -- basically the person
2 that I could reach out to from -- from AFLCMC to get
3 capabilities. So that would have been 2018 -- some
4 point in 2018. I think my resume says around April.
5 I'm not sure, but it would have been when I started
6 with AFCYBER CTOC, under CYBERCOM.

7 Q When is the last time you talked with
8 him?

9 A Probably an e-mail and it would have been
10 maybe -- well, he actually called me, but I -- I --
11 I wasn't able to pick up. That probably would have
12 been maybe four months ago and I probably had an
13 e-mail conversation with him about three months ago,
14 but it was -- it was definitely different. The
15 relationship was strained.

16 Q Why was it straining?

17 A Well, I -- I think whatever is going --
18 my opinion is whatever's going on, it's -- it's not
19 good for him, this -- this lawsuit, and as a result,
20 he's probably nervous to -- to talk with me. I -- I
21 can only guess. He -- he didn't say. It's just --
22 it's clearly different.

23 Q I want to show you an e-mail
24 conversation, which I guess we will mark as
25 Exhibit 2.

1 (Exhibit 2 was marked.)

2 A Okay. Is it -- is it going to be shown
3 on the screen? Will I be able to see it?

4 Q Yeah, you're -- you're going to be able
5 to see it. Okay. Can you see it?

6 A Yes.

7 Q Okay. Do you recognize this?

8 A Yes, I do. This would've been what I
9 just sent in -- in response. Yeah, so, I guess you
10 would have gotten this under -- if I -- if I
11 understand correctly, where you would share the --
12 the -- the plaintiff would share the information.

13 Yeah, so, I wanted to clarify,
14 specifically, some of the things that were said
15 from -- from Jason, yeah.

16 Q So this is an e-mail from Jason to you
17 about your conversation that you had with Roysdon's
18 attorneys, correct?

19 A Yes.

20 Q Was this your first time talking to them?

21 A I -- I think so, yeah. I hadn't had
22 any -- I mean, within the past couple of days, I
23 think I had two calls with them, but I had not ever
24 spoken to them before.

25 Q Okay. The -- the first bullet point

1 there is a summary that they have provided of their
2 conversation with you -- or at least part of it.

3 Do you see that?

4 A Mm-hmm. Yeah, that -- that, "Dan Brown
5 has communicated on a number of occasions that he's
6 fearful around keeping his HNCO job." And that, "In
7 your personal opinion, he would be willing to
8 withhold pertinent testimony?" Yes, and then so
9 that is still my response there, that I think he is
10 a very honest and ethical person, but I think that
11 he -- unfortunately, I hate to say it.

12 He is very fearful of losing his job and
13 I think he would withhold certain things. I don't
14 think he would lie, but I think he would withhold
15 certain things.

16 Q Okay. Are you under the impression -- or
17 were you under the impression when you wrote this
18 that Dan Brown had testified?

19 A Yes, I -- I think I already knew that he
20 had, yeah.

21 Q And -- and how did you know that?

22 A I think their lawyers told me that he
23 already had.

24 Q Okay.

25 A I mean, that's -- that's -- and I

1 apologize for interrupting, but -- but -- but that's
2 why this came up.

3 Q Okay.

4 A So, yes, it's -- it's pretty clear to me
5 that he had already been deposed.

6 Q Okay. Were you under the impression when
7 you wrote this e-mail that Dan Brown had withheld
8 testimony?

9 A I think -- so I don't know. They --
10 the -- the -- Dr. Roysdon's lawyers did not tell me
11 a whole lot, but they did tell me that he had
12 testified and I think they asked me if I felt that
13 he was -- I mean, it was just like a couple of days
14 ago, so I apologize, but I think they asked me
15 whether or not he would lie or what his -- what his
16 stature of a person is and that's -- that's why I
17 wrote what I did.

18 Q Okay. And why do you think that he would
19 withhold things?

20 A He is a very nervous person. I think
21 that when it comes down to it, he is very fearful of
22 losing his job, which, you know, we can get into. I
23 mean, I know the stuff with DOJ, but prior to this,
24 right, you know, a civilian employee, it would take
25 an act of God to fire a civilian employee and they

1 can just practically commit murder and still be
2 allowed until they're -- whatever.

3 But he was always so fearful and I told
4 him he never -- he didn't have to be. He was always
5 worried about -- about losing his job or -- or
6 something like that. I -- I think I'm getting off
7 track. I -- I -- I apologize.

8 But that's -- that -- that -- and -- and
9 I hate to say it, right, like I -- I really do
10 because I like Dan a lot, but -- but, again, I don't
11 think he would ever lie, but I think that, if
12 convenient, he would pull sort of the "I cannot
13 recall."

14 Q Are you aware of any instance of him ever
15 doing that?

16 A I am not, but I know that from his
17 fearfulness in talking with his superiors at work
18 and just having known him for several years, that I
19 feel like that is something that he would do. It's
20 just -- personal opinion.

21 Q And that opinion is primarily based on
22 your conversations with Dan, correct?

23 A Yes, and -- and -- and my knowing his
24 personality and -- and who he is and sort of his --
25 just his stature. He is an honest person. Like I

1 don't think he would ever steal or anything like
2 that, but I think to kind of save his skin, he
3 would -- I do think he would be willing to withhold
4 certain things.

5 Q Okay. And are you aware of any
6 circumstance where he has withheld material or
7 pertinent information?

8 A I am not.

9 Q Okay. So let's talk a little about
10 Leidos. You've been working there since 2021,
11 right?

12 A Yes -- no -- yes, yes, I have. November
13 2021. It should say it on my resume.

14 Q And you worked with -- at some point with
15 Dr. Roysdon at Leidos; is that correct?

16 A Yes.

17 Q What were the approximate dates?

18 A Well, I -- I would say that I worked with
19 him the entire time that he worked at Leidos. So it
20 was during my entire tenure. He actually just left.
21 I think he was given a political appointment a
22 couple weeks ago, pretty high up, actually, but I
23 think -- he was my boss for the first year and then
24 he moved off to go do sort of like next level
25 things.

1 So he became the chief AI officer for the
2 company and he started working directly with the CTO
3 and, so, I kind of assumed his old role. And then
4 I -- I had less and less communications with him at
5 work -- work-related, just he had moved on to bigger
6 and different projects. Does that answer your
7 question? I -- I apologize.

8 Q It does. It does. No need to apologize.
9 You said he -- he moved to a pretty high up
10 political appointment. What -- what appointment?

11 A He -- I think he's like -- he's like
12 three under -- I think he's like two steps under
13 Tulsi Gabbard at ODNI.

14 Q ODNI and --

15 A Yeah, officer of -- I -- I don't know his
16 title, but I know that -- that she has like six
17 direct reports and I think he's one of them.

18 Q Okay. So he's a direct report to Tulsi
19 Gabbard at ODNI?

20 A Yes, that's -- that's how I understand it
21 right now, yes.

22 Q For the year that you worked directly
23 with Dr. Roysdon, what was the nature of your work
24 together, just generally?

25 A So he was kind of the one that guided the

1 research -- part of being a principal
2 investigator -- which is what he was originally and
3 then I was directly under him as his project
4 manager.

5 The principal investigator goes out and
6 does trade shows, gives conferences, speeches,
7 things like that, talks to customers, stuff like
8 that, normal routine stuff for a principal
9 investigator, along with directing and guiding the
10 research. When he moved up to vice president, he
11 started working with the CTO.

12 I stopped dealing with him at that point
13 just because he was working on projects that were at
14 sort of a different echelon than mine. There's
15 still some concentric circles of certain projects
16 where he would reach back to me or I would forward
17 him some -- some information that related to things
18 that he was doing at a higher level.

19 I assumed his old role as principal
20 investigator and continued some of the research and
21 created some of my own and I -- I think that answers
22 your question. Let me know --

23 Q It does. It does.

24 A Okay.

25 Q So you're a principal investigator now;

1 is that correct?

2 A Yes, I was a principal investigator and
3 then I did something else all of last year. I don't
4 know. I do so many things. I'm on a bunch of
5 contracts. I'm also a principal investigator now
6 for two things; one for critical infrastructure and
7 also on a DARPA contract that we won on -- on one of
8 our technologies that we produced, which is really
9 cool.

10 Q And, so, I guess as a principal
11 investigator, part of what you do is you either like
12 solicit business or provide presentations of some
13 kind for business; is that correct?

14 MR. WAREHAM: Objection --

15 A Yes, that -- that is -- that is exactly
16 something that -- that I would do. I try to do less
17 of it because the -- you know, I -- I realize that
18 working with customers, that's what brings in the
19 money, so to speak. But my better focus is on
20 guiding and steering the research and working
21 technically with sort of our partners. Excuse me.

22 Since then, our company has kind of put
23 together product owners, product support to help
24 with these BD things. It's sort of an internal
25 frustration thing, like we help BD sell; BD doesn't

1 help us engineer. So it's kind of, you know, sort
2 of a struggle that we have. I -- I still will do a
3 trade show or two and give customer presentations
4 at -- at all times, but it's not the thing I enjoy.

5 Q So when you worked directly for
6 Dr. Roysdon and he was the principal investigator,
7 did you ever observe him provide any presentations
8 for business development?

9 A Yes, it was actually -- oh. You just
10 took the e-mail away. I guess that's okay. Yeah,
11 that consumed almost all of his time. That was
12 basically what he did. It was actually very
13 frustrating too because he did almost -- it's kind
14 of required of him to do all of those customer
15 presentations.

16 Q Okay. Did you participate in any of
17 those presentations?

18 A Some of them. Most of them he kind of
19 did by himself. There were a couple of times where
20 he wanted me in there, like if it had something to
21 do with critical infrastructure. He doesn't have a
22 lot of experience with critical infrastructure, so
23 he'd invite me on or if there was competing
24 schedules, which is not often, but if there was one
25 where he had something where he had to be somewhere

1 and there's no one else to -- you know, so he
2 couldn't do it, then I might do it, but it was --
3 I'd say like 90, 95 percent of them were -- were
4 him.

5 Q what are some of the -- the entities or
6 the organizations for which you provided
7 presentations -- for which you saw that Dr. Roysdon
8 provided presentations?

9 A Sure. Gosh. So we dealt with DARPA a
10 lot, NSA quite a bit. We had some reach back to NSA
11 in -- in like -- in -- in Maryland -- NSA -- like
12 NSA Texas, stuff like that. I do stuff now with
13 curricular infrastructure, so I'm working with a
14 bunch of power plants.

15 Leidos has like 200-plus power plants
16 that we manage, but a lot of defense stuff,
17 sometimes even health. It -- it just runs the
18 gambit of -- of DoD -- honestly, anyone that will
19 listen. AI is sort of a unique -- everyone has
20 cyber and everyone is interested in AI.

21 And, so, our -- our IRADs, right, our
22 area, our accelerator, sort of the confluence of AI
23 and cyber security. So that's something that
24 everyone can use. So it -- there is really no
25 defined group between just defense or civil or

1 health. So we do -- we do all of that. It's one of
2 the few things that has -- like in addition to IT,
3 right, where it spans sort of across the board.

4 Q Okay. So you mentioned DARPA, NSA. Any
5 other cyber organizations for which you can recall
6 that you've provided --

7 A Sure. I -- I know that they gave one to
8 MARFORCYBER. I wasn't involved in that. I -- they
9 gave a couple to Fleet Cyber. I think there was
10 someone with CIA but under a different -- different
11 name. I mean -- how it goes. Tons.

12 I'm trying to think if we ever -- we've
13 planned some for SOUTHCOM because I still have
14 friends there, but I really don't like to reach back
15 to my friends, you know, so -- it feels kind of
16 dirty. So I -- I really address it as like, "Hey,
17 this is Todd. This is my goofy hat off and now I'm
18 a Leidos employee, so you can tell me to shove off,
19 if you'd like," but, you know, just a lot of those
20 different organizations.

21 Q Okay. And, to -- to your knowledge,
22 Dr. Roysdon was primarily providing presentations to
23 those organizations; is that correct?

24 A Yes, that is correct. He -- he -- for --
25 for the ones where he -- when he was principal

1 investigator, for our research, he was the one
2 that -- that performed the majority of -- of those.

3 Q Was he pretty good --

4 A Yeah, I -- I -- I think he was. Like
5 he -- he's -- he's very -- like if you -- if you
6 listen to him speak, he has a very calm way that he
7 approaches things and he understands -- he
8 understands the problems and the challenges. So
9 he -- he does a good job. He -- he is definitely a
10 good presenter. I'd say I'm a bit more erratic, I
11 make a lot of jokes, but, you know...

12 Q So he -- he did that for a year and then
13 he got double-promoted, I think is what you said; is
14 that correct?

15 A I think so, but he -- he -- he didn't
16 really talk about that stuff. I just knew that one
17 day he was -- he was VP and -- and he was made chief
18 AI scientist for the company.

19 Q For the presentations that he provided,
20 did any of that business ever come in?

21 A So not -- not at that time. It's been
22 really hard, right, and -- and I'll just caveat by
23 saying that people -- especially in those early
24 years when AI was really taking off, people are
25 scared of AI. It's -- it's ridiculous.

1 There's -- there's the thought that, "Oh.
2 Well, it's going to take jobs away," which it won't,
3 or that it's going to somehow do its own thing.
4 People just don't understand that it's math and that
5 it's confined to just learning models, right,
6 whatever it is. You guys don't need me to go into
7 that.

8 Since I've taken it on, I've managed
9 to -- and it's hard. These are very cutting edge
10 things. Everything that we do is to augment
11 existing capabilities, it's to fill niche markets,
12 right. Our first huge win was this one for
13 something called Network Path Traversal that we sold
14 to DARPA as part of the DARPA INGOTS.

15 Paul didn't have anything to do with
16 that, but that was one of our first big wins. More
17 than anything, right -- the reason why we exist at
18 Leidos under what's called the accelerator is it's
19 paid for with IRAD money and we are experts in the
20 field and they also use us for marketing.

21 So when we give our presentations, it
22 looks good for -- you know, if we're selling to
23 like -- which I always find to be sort of
24 frustrating and -- and stop me if I'm just kind of
25 going off track, but if we advertise to DLA, Defense

1 Logistics Agency, they don't care that we've got
2 some super advanced cyber security tools because
3 they really just don't care.

4 But if we -- you know, business
5 development at Leidos wants us there, to go spend
6 30 minutes and present this really fantastic thing
7 because then they figure -- it's like the race on
8 Sunday, buy on Monday.

9 Well, okay, if in formula one, this car
10 just won, maybe if I go buy a Mercedes at the
11 dealership, it's going to have some of that in it,
12 right, and, so, that's kind of the concept. Even
13 though we're not a profitable aspect of Leidos, it
14 is the research arm and the reach back for other
15 contracts that we have.

16 Q Thank you. I want to talk about Will
17 McVay.

18 A Mm-hmm.

19 Q I think I heard you say that you may have
20 spoken with him twice, to your recollection; is that
21 correct?

22 A Yeah, I -- I think on one of the times
23 that Dan Brown has invited me there in person, I may
24 have shaken hands with him. I know I've seen him in
25 person at least once. He wasn't really involved in

1 anything that I was doing and it was -- it was
2 amicable at -- at that time, like I didn't know him
3 from anyone else.

4 It didn't really matter to me one way or
5 another, just another person to say, "Hey, how's it
6 going?" You know, this is when I was in my chief of
7 capabilities role in AFCYBER. So, yes, I had met
8 him once or twice.

9 Q But Dan Brown told you that McVay was, I
10 guess, trying to redirect or siphon funding; is that
11 right?

12 A Yeah, so, that would have been a
13 different time from when I met him, right. So under
14 the time that I was on tour there, early on, like I
15 guess when he would have just come on, they would
16 have run me around the room because I was the new
17 chief of capabilities, which is where a lot of the
18 requirements come from and, so, I would have met
19 him.

20 But then further on, at a different time,
21 once the whole contract with Dr. Roysdon had gone
22 through, that was when all those things started
23 happening. I never met William McVay nor did I ever
24 really have any conversations with him that I'm
25 aware of -- or at least that I can even remember.

1 Q Did you ever do anything to look into or
2 independently investigate whether he was, in fact,
3 trying to siphon or reallocate funding?

4 A No, it really wouldn't have been my -- my
5 job. I mean, I -- I'm -- I -- I hate to use the
6 term "it's not my job," right, but I have so many
7 other requirements. The things that I levied to Dan
8 Brown were supposed to be revolutionary,
9 game-changing, but I've got my day-to-day mission of
10 providing exploits and -- and capabilities to -- to
11 the Air Force people. So I would not -- it would
12 have not been my position to even be involved in
13 that.

14 Q So you only know what Roysdon and Dan
15 Brown told you; is that correct?

16 A That -- that is correct. My -- my
17 understanding of the situation comes from Dan Brown
18 and Dr. Roysdon.

19 Q I want to talk to you about, I guess,
20 the -- the presentation to HNCO that occurred in
21 sometime early 2023. Do you know what I'm talking
22 about?

23 A Yes, yes.

24 Q You testified that Brown told you not to
25 include Roysdon on -- on the pitch to HNCO; is that

1 right?

2 A That is correct in -- in a phone call.

3 Q In a phone call. Okay. In one phone
4 call?

5 A No, we've had multiple discussions about
6 that from Dan Brown where he basically said he's not
7 well-liked there because of a bunch of things, you
8 know, the -- the lawsuit, William McVay, all -- all
9 that stuff, that, "He cannot be on any of these
10 slides. We really don't want him in the" -- "in the
11 Teams call. We don't want him involved" -- "try
12 to" -- "to just have you be the one that does all
13 this stuff because they all love you," et cetera.

14 Q Before Dan spoke with you about Roysdon's
15 involvement, did Dr. Roysdon tell you he had any
16 concerns about making the pitch to HNCO?

17 A I don't think so. No, I -- I can't
18 remember. I think it was -- I'm -- I'm pretty sure,
19 best of my recollection, it was Dan Brown that told
20 me first because I think we just would have put
21 Dr. Roysdon's name on there by default and then sent
22 it to Dan Brown and probably, at that point, he
23 called me and said, "Hey, we can't have him on
24 there," and -- and Dan -- or Dr. Roysdon was pretty
25 upset about that.

1 He -- he was not happy because, you know,
2 he -- he kind of views like the research as like --
3 as sort of his pride and joy and he's like -- and he
4 told me a couple of times, "This is my research. I
5 deserve to be on those slides. I deserve to be the
6 one presenting it." So he was pretty upset about
7 that.

8 Q So you said that Roysdon was upset. I
9 take it --

10 A Yes.

11 Q -- you went back to Roysdon and told him
12 about the conversation?

13 A Yes, because he's my boss.

14 Q Okay.

15 A At that time, he was my boss.

16 Q Okay. Is -- is this conversation in
17 person?

18 A It probably would have been on a phone
19 call. I -- I didn't even think to check my e-mail.
20 I -- I could try to look, but, best I know, I
21 probably had that conversation with him over the
22 phone. There might be an e-mail of me saying
23 something like that.

24 But, you know, I just would call
25 Dr. Roysdon on the phone pretty -- pretty quickly.

1 So we -- we talked at least -- at least 30 minutes
2 every day, as my boss, and -- and we're remote.
3 Like I -- I -- I hate working from home, but it's
4 what it is. My daughter's in school and I don't
5 want to -- I don't want to move until she's out of
6 high school, so...

7 Q Do you not specifically remember having
8 that conversation with Dr. Roysdon then?

9 MR. WAREHAM: Objection to form.

10 A I -- I did -- did certainly have a
11 conversation with Dr. Roysdon, whether -- whether it
12 started in e-mail or whether we had it on the phone,
13 we had those conversations over the phone as well,
14 multiple times. Dr. Roysdon was not happy about it.

15 Q I want to talk with you about the -- the
16 presentation itself. You were, I guess, pitching
17 services or capabilities to HNCO; is that correct?

18 A Yes, yes, capabilities.

19 Q Okay.

20 A So the three that I can remember at the
21 time was a midpoint one called SIM Search, I think
22 it was, and then a parameter-based one, which we now
23 call Automated Parameter Service -- excuse me -- we
24 were pitching the offensive version, so we would --
25 we would have just called them Endpoint, Parameter,

1 and Midpoint and we had certain capabilities and
2 things that we -- excuse me -- that we knew the
3 science behind, but hadn't yet developed, and we
4 were pitching those to Dan Brown because, again, his
5 focus is on primarily providing offensive cyber
6 tools to his various customers, which are all
7 government.

8 Q Did you think that the services that you
9 were pitching at that time were necessarily what Dan
10 Brown was looking for?

11 MR. WAREHAM: Objection. Form and
12 foundation.

13 A I can still respond?

14 MR. WAREHAM: Yeah.

15 A So at least two of them, I definitely
16 felt that they would -- so let me explain a little
17 bit about sort of the capabilities that I had,
18 right. We have a suite of capabilities at CNO.
19 And, so, it runs the gambit from, I mean, NSA,
20 right -- NSA, CYBERCOM. We've got tens of thousands
21 of exploits and capabilities and things to meet any
22 different kinds of numerous needs.

23 And we kind of filled the gap for at
24 least two pretty big ones. And I -- now, again, I
25 won't go into why because that focuses on the

1 country -- I'm sorry. My computer locked. I'm
2 sorry. Give me a second. I won't lose my place.

3 Let's see. Okay. So because it focuses
4 on the country and the specific thing that that
5 country is targeting. But I will say that one of
6 them, Parameter, would have -- our offensive
7 parameter tool would have definitely met several of
8 the needs, in my opinion, as a former capabilities
9 chief.

10 It's one of the reasons why we -- why we
11 created them because these were challenges that we
12 had -- that we knew that we had within CNO. Now,
13 I'll caveat by saying that most of the exploiters,
14 they think very in-the-now. They don't think long
15 term. That was my responsibility as chief
16 capabilities to think long term.

17 They would much rather be in a -- and,
18 no, this does not happen, right, just to be clear,
19 but they would much rather be in like a Starbucks
20 using Kali Linux to go take down a power plant
21 somewhere in a -- in -- in -- in a bad country,
22 right, as an example, as opposed to using some large
23 Cadillac tool to -- to -- to do this grandiose
24 thing.

25 But that was sort of the direction

1 that -- CYBERCOM -- that we were looking to go to.
2 Some of the other capabilities that Dan Brown was
3 providing to me were what we called foundational
4 tool suites and those eventually did end up getting
5 done. Dr. Roysdon had nothing to do with those, but
6 it was through another contract doing another thing.

7 Very similar situation to -- to
8 Dr. Roysdon's set up, but at a different time and
9 with a different pot of money. That was CYBERCOM
10 money and the goal was to really focus on more
11 foundational, larger capabilities that solved bigger
12 needs rather than the one-and-done kind of thing
13 that we do all the time, and, unfortunately, we
14 still do. Did -- sorry. I kind of rambled.

15 Q No, no, that's -- that's -- thank you.
16 So am I correct in that you were -- at least one of
17 the capabilities that you were pitching --

18 A Two --

19 Q -- at least two of the capabilities that
20 you were pitching were broader in scope than what
21 they wanted because they wanted like a "now" type of
22 thing and weren't thinking of --

23 A I -- I -- I think they're always looking
24 for a "now" kind of thing. And, of course, they
25 can't tell me in unclass channels like, "We need a

1 thing that exploits this one firewall for this one
2 customer and this one customer" -- "target in one
3 place," but I knew, personally, that it would solve
4 this larger broad need that while it may require
5 this little thing to get there, right, it still
6 solves and improves the mission requirements.

7 I -- I don't know why it didn't work out.
8 I would've been -- I -- I was really surprised,
9 quite honestly, because it -- it would have been
10 something -- I mean, it's something that we wanted,
11 that that was -- you know, they're -- they're sort
12 of tangentially related.

13 The things that I asked Dr. Roysdon to do
14 originally under his contract, when I was still at
15 NSA, that was different, right. That was trying to
16 solve -- like creating kill chains, things like
17 that, that I found to be very tedious and
18 frustrating that I do manually and I wanted AI to do
19 that for me.

20 When we went to Leidos, he had a slew of
21 things that solved more of the -- the target --
22 the -- the country target specific solution. I'm
23 trying to talk around certain things, but like
24 AFCYBER deals with one country, Fleet Cyber deals
25 with another country and MARFORCYBER -- ARCYBER

1 deals with another country, right.

2 And each of those different countries
3 that are adversaries have like one particular big
4 thing that is a challenge for us to exploit them, if
5 you will. And, so, we sought to solve those
6 challenges for -- you know, there's like three
7 big -- big needs.

8 Q Dan Brown told you to not include Roysdon
9 in the presentation. Had anybody else ever told you
10 that before?

11 A No.

12 Q Okay. Has anyone else you've ever worked
13 with told you that since?

14 A I'm sorry. What --

15 Q Has -- has anyone ever told you not to
16 include Dr. Roysdon in a presentation since that
17 time that Dan Brown told you?

18 A Yes, but also Dan Brown and also the same
19 customer because we did it -- I think we did it
20 again -- like -- and it was just understood that,
21 "From here on out, you don't have Dr. Roysdon on
22 these things," but no other customer anywhere else
23 did we ever have that issue.

24 Q Okay. And by "other customer," are you
25 referring to like Space Force, DARPA, CIA?

1 A Yeah, exactly, yeah.

2 Q Okay. None -- none of them ever
3 expressed any reservations about Dr. Roysdon?

4 A No.

5 MR. WAREHAM: Objection as to form.

6 Q Okay. Do you have any sense of
7 Dr. Roysdon's reputation in the field of cyber
8 operations?

9 MR. WAREHAM: Objection. Form and
10 foundation.

11 A So not cyber operations, right, but AI.
12 That's his strong suit. That's what he brought us
13 on because like my whole federal career has been
14 cyber. His has been math, research, AI. So he's
15 not -- you know, he used us to help fill the gaps
16 that he has for cyber. So, for him, he's an AI
17 solution architect, if you will.

18 I -- I don't know if that was the
19 question you were asking, but his -- he's,
20 generally, as far as I know, very well-known from
21 an -- from an AI perspective. That's why Leidos
22 made him the chief AI scientist and they kind of
23 just would parade him around at different
24 conferences and stuff. He was on -- he was on the
25 road quite a bit.

1 Q What do you mean they would parade him
2 around?

3 A Well, like I said, he's a good speaker
4 and, so, they would try to send him to conferences,
5 try to get -- get him to have -- give speeches at
6 conferences, things like that, roundtables, stuff
7 like that, sometimes talk to the board of directors,
8 things like that.

9 Q And this was in an effort to generate
10 business?

11 A Yeah, I -- I assume almost everything we
12 do is to generate business. I mean, it's a company,
13 so -- I -- I will say sometimes Dr. Roysdon would do
14 things that were maybe funded by Leidos, where we
15 were sort of trying to give back to the community,
16 if you will. There were some situations of that.
17 So I -- I do take back a little bit of what I just
18 said.

19 Q You have a copy of this complaint, right?

20 A I don't have it printed out, but I -- I
21 did -- I did go through it a little bit.

22 Q Other than Dan Brown and Dr. Roysdon,
23 have you ever talked about the subject matter of
24 this complaint with anybody else?

25 A I mean, other than the fact that like

1 I -- I was subpoenaed -- so within the past like
2 two weeks -- like I had to tell my boss about it,
3 stuff like that. But outside of two weeks ago, no,
4 I didn't -- I -- I just -- I just assumed this was
5 like a dead issue and that it was done and gone.

6 I just -- it really kind of came out of
7 the blue. I mean, I -- I had to reread and skim
8 through that because I honestly barely remembered a
9 lot of the stuff. Yeah, I wish I could have been
10 deposed like three years ago.

11 Q These lawsuits move slow. Don't hold it
12 against us.

13 A That's fine.

14 MR. GONZALEZ: I think I'm done, but
15 can -- can you give me five minutes just to look at
16 my notes?

17 MR. WAREHAM: No objection.

18 MR. GONZALEZ: Okay. Thanks. Let's just
19 take a quick five-minute break.

20 THE VIDEOGRAPHER: The time is 12:03. We
21 are going off the record.

22 (A break was held off the record from
23 12:03 p.m. to 12:13 p.m.)

24 THE VIDEOGRAPHER: The time is 12:13. We
25 are back on the record.

1 Q (By Mr. Gonzalez) Just a few more
2 questions for you, Mr. Jaspers.

3 A Sure.

4 Q So you -- you -- you started at Leidos in
5 November 2021; is that correct?

6 A Yes, whatever it says in my resume, but
7 that's the best I can remember, yeah.

8 Q And when you started, did -- is that when
9 you worked for Dr. Roysdon?

10 A Yes, he was the one that -- that brought
11 me on. I -- I reached out to him. I -- I expressed
12 sort of frustration. You know, I still kept in
13 touch with him because sometimes there were things
14 where like I'd be working on a project and he -- he
15 understands signals, the electromagnetic spectrum a
16 little bit better than I do, so I reached out to him
17 on a regular basis.

18 We talked -- we would talk like every
19 other day or so anyway and I reached out to him and
20 just asked him if there was any opportunities.

21 Q And then he got promoted. Is that when
22 you took over as principal investigator?

23 A Yes.

24 Q Okay. And, so, how long did you work
25 with Dr. Roysdon directly?

1 A Probably -- I want to say at least
2 through -- through like -- well, I mean, so he
3 was -- just to be clear, we were both at the company
4 the entire time and he just left like maybe -- I
5 guess less than a month ago, but I worked -- he was
6 my direct supervisor for at least a year and a half,
7 maybe two years that I was there -- first two years,
8 I want to say. Maybe a little less than that.

9 And then I took over -- over as principal
10 investigator. He -- he was mostly dealing with
11 things with the CTO that Jim Carlini would start to
12 task him with. Of course, he still considered this
13 stuff valuable. People would often still reach out
14 to him regardless.

15 So he would you -- you know, because he
16 was the prior principal investigator. Like I'm not
17 the principal investigator of like that segment
18 stuff. I do critical infrastructure stuff now.

19 I still get e-mails for like that old
20 role and then I just forward them on, but, you know,
21 Paul would -- would still kind of field some of
22 those because he kind of viewed himself as
23 like this -- this technology was sort of his baby,
24 so to speak. So he just wanted to see it grow up,
25 if that makes sense.

1 Q The presentation that you provided to
2 HNCO, was that the first presentation that you had
3 ever provided?

4 A I don't remember. I -- I want to say
5 maybe there was something in 2022, but I don't think
6 it went anywhere. I think it was just me talking
7 to -- to -- to Dan. Again, I'd have to look at my
8 e-mails. But the big one -- the one where we
9 actually presented to them, where Dan said that he
10 had money and he -- and he wanted some -- some
11 AI-based projects, that was in March of 2023.

12 Q Right. Before March of 2023, had you
13 ever made a big presentation to another potential
14 client before?

15 A To another potential client before? Yes,
16 yes, we had. We had done -- well, so, the stuff was
17 still pretty in its -- pretty much in its infancy.
18 I -- I would say that was probably one of our more
19 detailed -- certainly one of our more detailed
20 presentations. We had given a lot of internal
21 presentations within Leidos, what's called the
22 sector leads.

23 I'm trying to think. Dr. Roysdon did
24 most of those, honestly. So like I was -- 2023 was
25 the year that I ended up transitioning halfway

1 through. Like I think in -- by July of -- of 2023,
2 I -- I became the PI and -- and Paul sort of stepped
3 aside from there. So he was doing them all before
4 then. I know he had given presentations to other
5 organizations before then.

6 The capabilities -- that capability,
7 specifically the parameter one, didn't really come
8 to any kind of real fruition until December of 2022.
9 So it was pretty significant and it is -- still is
10 too.

11 Q Let's -- let's break that down a little
12 bit. So we'll start -- we'll start with the
13 principal investigator. So -- and you're telling me
14 you transitioned completely to principal
15 investigator in mid-2023; is that correct?

16 A Yeah, I -- I want to say about -- about
17 July. Paul was still my boss at that point, but he
18 was now being tasked to do other things. He was a
19 VP now. He was tasked to do other things, but still
20 tried to stay involved, even though he probably
21 didn't have the time to.

22 And he was still helping me because it
23 was the first time I'd ever been a PI for a research
24 project -- or for a research group. So he was kind
25 of trying to help me along. So he stayed involved

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1 at least through -- through the end of that year.

2 Q I -- I heard you say that a lot of that
3 stuff was in its infancy and I think --

4 A The research was.

5 Q The research was in the infancy. What do
6 you mean by that?

7 A So all the capabilities that -- that we
8 have, they start off as fundamental research where
9 we have a challenge and then it's like kind of
10 throwing ideas on -- on how to solve that and it can
11 be any number of -- of different ways that we want
12 to try and solve that.

13 There's a couple of different leads for
14 like the three main projects. We called them the --
15 the subversion capabilities [phonetic]. Again,
16 those are all based on trying to solve specific
17 target challenges, right. Like I had talked about
18 before; AFCYBER, ARCYBER, Fleet Cyber had very
19 specific challenges for their target and, so, we
20 were looking to solve that.

21 We would take what we call an offense
22 first, a defense second approach. Offensive is --
23 is -- we would basically -- stop me if this like
24 just doesn't really mean anything. But like on the
25 defensive side, we would use reinforcement learning

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1 to attack a firewall, which is essentially AI coming
2 up with a near -- I know you can't say near
3 infinite, but almost like just billions and billions
4 of types of attacks driven by AI to attack the
5 firewall and -- and that was our -- our offensive
6 tool. We would then take that learning model and
7 build what's called a classifier model where --

8 Q Keep it general. Keep it -- keep it
9 general.

10 A Okay.

11 Q Go on. Keep it general.

12 A Sure. So we use the offensive learning
13 model to build a defensive learning model so that we
14 come up with billions of attacks and now we know,
15 comprehensively, how to defend against those things.

16 And then, so, now, we end up with an
17 offensive tool that we can -- we can sell to our
18 offensive customers and a defensive tool that we can
19 sell to our defensive customers.

20 Q So what did you mean by that research was
21 in its infancy in, I guess, the end of 2022?

22 A No, actually, at the end of 2022 was the
23 first time it was no longer in its infancy. It was
24 in its infancy up until the point -- that was the
25 first time we had a functional prototype of a

*** MARKED AS CONFIDENTIAL ***

1 working offensive capability and we were able to --
2 and I'll just say it because it's not -- we've --
3 we've patented it since and Dr. Roysdon's on it, but
4 we can -- we can bypass any firewall at any time
5 just without -- I mean, nothing can stop it. We can
6 just bypass any firewall.

7 Q You can keep it general, though.

8 A We -- we can send attacks through a
9 firewall.

10 MR. WAREHAM: DOJ, you know, I still
11 carry a clearance. I know about obligations there.
12 I would suggest we mark that portion confidential.

13 MR. GONZALEZ: Okay.

14 A But it's -- yeah, just -- I mean, it's
15 not technically classified because we developed it
16 from -- but -- but, yeah.

17 MR. WAREHAM: Any objection, DOJ?

18 MR. GONZALEZ: No objection.

19 Q (By Mr. Gonzalez) And, you know, feel
20 free to err on the side of caution, Mr. Jaspers, in
21 any of these responses. Okay?

22 A Yeah, and -- and -- and just to be
23 clear -- and I don't want to be disrespectful to
24 anybody, but we have since patented it. So you can
25 look it up in the -- in the patent office. So,

1 unfortunately, China can get it too.

2 Q Okay. So -- all right. Let's move on
3 from that. Generally speaking, what is cyber
4 offensive or cyber defensive?

5 A So offensive cyber, right -- I'm
6 trying -- I'm going to try not to get into too much
7 detail. True offensive cyber operations, which is
8 what we -- which is what I manage the capabilities
9 for at AFCYBER, that's attacking our adversaries.
10 That is our -- our military and civilian ordained
11 people attacking what -- what we consider and I very
12 much consider to be our bad guys, right, and
13 leveraging capabilities that we build to get into
14 their systems, compromise them, and then --

15 Q Okay. I understand.

16 A Yep.

17 Q I understand. So -- and defensive, yes.

18 A Yeah, and then defensive is where we're
19 billing capabilities to help defend the industrial
20 base, commercial, anything, right, from Leidos'
21 perspective and -- and that could even include
22 red -- red teaming, right. Red teaming is still
23 defensive in nature. That's not offensive, as we
24 view it, right. So --

25 Q Okay.

1 A -- does that answer your question?

2 Q Yep, that -- that answers my question.

3 Have you made any defensive capability
4 pitches?

5 A Yes, those are the ones that have been
6 mostly successful. We are going to be -- and --
7 and, so, this is -- I -- I don't want -- so I -- I
8 guess I'm not going to talk -- do -- do you want me
9 to say who or is this something that we can mark
10 confidential, not from a --

11 Q Don't say who. Don't say who. Don't say
12 who.

13 A Okay.

14 Q It's fine.

15 A So there's a -- there's a -- sorry.
16 Okay.

17 Q That's fine. Okay.

18 A Okay.

19 Q You said the defensive ones have mostly
20 been successful; more successful than the offensive
21 capabilities?

22 A Yes, AFCYBER was our primary customer for
23 at least two of those; one definitively. I won't
24 get into the detail why. And then the other one,
25 about half so. That was really sort of our target.

1 Also, our cyber offensive team, again, two, and
2 Fleet Cyber offensive team.

3 Q Why, in your view, is the defensive
4 capability more successful than the offensive
5 capability?

6 A Well, I think there's a lot -- there's a
7 much larger number -- more people have -- well,
8 there's more companies that want to buy defensive
9 capabilities. Like I'm just going to say like
10 Walmart is not going to buy an offensive tool.

11 I should hope not, right, but, you know,
12 they might buy a defensive tool to -- to help
13 protect against those types of attacks.

14 Q And does that mean defensive capabilities
15 are more lucrative?

16 A I don't want to say they're more
17 lucrative. Actually, I -- I find the offensive
18 capabilities to be more lucrative as they stand on
19 their own, but there are more customers for
20 defensive tools. Does that make sense?

21 Q That does make sense.

22 A Yeah, offensive tools usually command a
23 higher value because there are fewer people making
24 them, fewer people asking for them. Defensive
25 tools, it's such a watered-down market. There are

1 more people buying. You have to really
2 differentiate yourself.

3 Q Can you give me a sense of the market for
4 offensive tools?

5 MR. WAREHAM: Objection to form and
6 foundation.

7 A I -- I would say -- if I had to put it
8 into percentages, I'd say there's probably -- sorry.
9 My computer locked. I would say probably 5 percent,
10 compared to 95 percent. Give me a second. You
11 know, because there -- there are only a certain
12 number of -- like we're not going to sell to Canada
13 or the UK or something.

14 I mean -- I mean, I -- I don't think it'd
15 be allowed, but, you know, the federal government is
16 really going to be our only customer for offensive
17 tools. It's going to be NSA and CYBERCOM, period.

18 Q What about CIA?

19 A Yes, it -- it -- it could also be CIA.

20 Q And what about -- what about DARPA?

21 A So DARPA is one of the ones where --
22 okay. If you know DARPA, you know that they pitch
23 things as they buy defensively, but, really, they
24 want it offensively. I don't really want to get
25 into it too much, but -- but that's pretty much your

1 limited number of customers.

2 Q Are there customers in the Navy?

3 A Yeah, so, you've got -- well, that's
4 CYBERCOM, right.

5 Q Okay.

6 A And they all -- whether it's Fleet Cyber,
7 AFCYBER, they all go through the same process in
8 CYBERCOM -- they all go through the same approval
9 process.

10 Q Are -- are there customers in the Army?

11 A Yeah, so -- so army is ARCYBER. You've
12 got Fleet Cyber, which is Navy. You've got
13 MARFORCYBER, which is Marines. You've got Space
14 Force. They've got their own CTOC now. I guess
15 they call it Space Force Cyber. And then there's
16 AFCYBER. And they all funnel up to going through
17 the approval process.

18 Dan Brown would handle stuff for ARCYBER,
19 AFCYBER, CIA usually also, and just through HNCO.
20 I -- I don't know why that is. Maybe just because
21 Dan was really good, but it seems like a lot of
22 organizations go through HNCO, which is a -- you
23 know, which doesn't stand for anything, by the way.

24 I don't know why they call it HNCO, but
25 that's Air Force -- you know, AFLCMC. A lot of

1 organizations would go through Dan Brown.

2 Q I want to go back to something that
3 you -- you said earlier. You were talking about,
4 you know, after the presentation in 2023 and you
5 used the phrase, "Generally understood that Roysdon
6 shouldn't be involved going forward," is that
7 correct?

8 A Yes, it was -- it was Dan Brown that said
9 to me that Dr. Roysdon should not be -- I -- I --
10 I'm not sure exactly how you're wording it, but Dan
11 Brown made it clear to me that -- that Dr. Roysdon
12 should not be on any presentations going forward.
13 Dr. Roysdon would still put himself on those Teams
14 calls, even though Dan Brown didn't want it.

15 Q And Dan Brown is the only person that
16 told you that; is that correct?

17 A That's correct. And he told me over the
18 phone, he said, "Look," you know -- and I'm just
19 kind of reiterating what I've said. He said that,
20 "If these slides get sent around or they see him on
21 there, they're" -- "they're" -- "they're not going
22 to support this because," you know, everything else
23 I've said so far.

24 Q Okay. Did Dan Brown tell you that
25 anybody at HNCO had specifically told him that?

1 A I don't know that I would word it exactly
2 like that, but there were at least two individuals
3 that he mentioned whose names I cannot recall
4 that -- and I don't mean that in the Hillary way. I
5 just -- I literally don't remember their names.

6 But it was like two other additional
7 people that -- that he had mentioned that if they
8 saw his name, that would be a bad thing.

9 Q But, to be clear, he didn't tell you that
10 they specifically told Roysdon not to include his
11 name; is that correct?

12 MR. WAREHAM: Objection. Form.

13 A Yeah, I -- I -- I can't remember if -- if
14 he did or not. I don't think so. I don't want to
15 go on record as saying "yes" because I just know
16 that it was -- he was very adamant about it.

17 MR. GONZALEZ: No more questions from me.
18 Thank you, Mr. Jaspers.

19 THE DEPONENT: Yeah, no -- no problem.

20 MR. WAREHAM: Mr. Jaspers, this is Jason
21 Wareham again. One second. I'm getting a little
22 organized here.

23 THE DEPONENT: No problem.

24 EXAMINATION

25 BY MR. WAREHAM:

1 Q So I guess, really, the question I have
2 is when you talked to Dan Brown on the phone, do you
3 recall what phone number he was calling from?

4 A Yeah. Let's see. It's -- I'm going to
5 have to go a ways back, but it was like a -- gosh.
6 Maybe a 242-or-something number. It was his
7 personal one, if that's what you're asking. It
8 wasn't his work one.

9 He called me from his cell phone number,
10 maybe 844. It's been a while since I've talked to
11 him because, like I said, it's been months since
12 I've had a phone call with him, but it was his
13 personal number. He would call me on his cell phone
14 and we'd talk on his ride home or something like
15 that. Do you want me to try and look it up?

16 Q Yeah, if you -- if you wouldn't mind,
17 just so I have it.

18 A All right. Yeah. I'm sorry. Give me a
19 few minutes here. I don't really have a contact
20 list. I know I'm weird about that. Everyone gets
21 mad at me. I have my wife and my daughter because
22 they put it in here, otherwise I hate cell phones.
23 I told my wife that if she doesn't pay for the cell
24 phone, I'm not getting one. So that's -- that's
25 what she pays for. Let's see. I wonder if I have a

1 text from him maybe. No, that's -- I'm sorry.

2 Let's see. Yes. Okay. It's 210-884-0106.

3 Q Great.

4 A And that's -- that's -- that's Dan --
5 that's Dan Brown.

6 Q Okay. And, as far as your knowledge, do
7 you know who is in charge of procurement for
8 offensive cyber weapons in the United States
9 government?

10 A For procurement? So I'd say for -- well,
11 in AFCYBER, I got -- I would submit a req and I
12 get -- I get sort of the off-the-shelf stuff or --
13 like, for example, if I had to get things from --
14 and I can say the company names, but if I had to get
15 something from ManTech or Peraton or something like
16 that, Dan Brown would facilitate that.

17 He would usually send me things like list
18 of exploits that I could purchase from -- you know,
19 which came from somebody in their basement, you
20 know, but if it was something we developed
21 ourselves, it was the 90th Cyber Operation Squadron
22 who would do that.

23 But where it was being done by a
24 contract, that came through HNCO, which Dan Brown
25 was my go-to for that. He was specifically assigned

1 as one of his duties to -- to support AFCYBER's OCO.

2 He also supported ARCYBER -- and, you
3 know, because he was very good, like -- you know,
4 like I said, he's -- he's a really good guy on these
5 things and he would keep the lines of communication
6 separate for the different requirements, the
7 different communities, if you will.

8 So if he was dealing with ARCYBER, he
9 rarely told me about it, or if he was dealing with
10 Space Force, which, you know, is related, obviously,
11 to Air Force. So he would deal with a lot of those
12 things. He almost never told me about CIA, but I
13 know that he would because occasionally he'd mention
14 it. So a lot of them would come through him.

15 ARCYBER also had their own type of Dan
16 Brown, which they get through -- through the -- the
17 Army. I don't know if that answers the question.
18 There's a -- there's a couple different ways that
19 the US government can get exploits. NSA tended to
20 do sort of their own thing too.

21 They would just develop them or buy them
22 through -- sometimes you get something like
23 In-Q-Tel, which was -- the CIA designed COTs to --
24 to government -- I don't really know how to explain
25 it, but are you aware of In-Q-Tel?

1 Q I am.

2 A Okay.

3 Q Yeah, you answered the question.

4 A Okay. Thank you. Sorry.

5 MR. WAREHAM: Yeah, no worries. And, in
6 fact, that's the end of my questions.

7 MR. GONZALEZ: Okay.

8 MR. WAREHAM: Any other things for you,
9 DOJ?

10 EXAMINATION

11 BY MR. GONZALEZ:

12 Q Dr. Roysdon supervised you. Did he ever
13 talk to you about his problems at HNCO?

14 A So -- so -- so, yes, but I don't know
15 that he really went into too much detail and -- and
16 it depends on -- on -- on when we're talking about,
17 like when -- I -- I was a GG-14 at NSA at the time
18 he was a 13. He didn't really talk too much about
19 it. I got most of the stuff from -- from Dan Brown
20 at that time.

21 But when we were both at Leidos -- it
22 wasn't even something that really came up. Like I
23 said, I thought it was something that was done and
24 gone and that I'd never hear about again.

25 So I just stopped thinking about it. And

1 then when we talked about in 2023, you know, that
2 that whole thing where he can't be on the slides, he
3 did tell me that, "Yeah, there's an ongoing lawsuit
4 because I was trying to figure out," you know,
5 "what" -- "what was going on," and that's when Dan
6 Brown said -- what were the exact words?

7 Something like, "You don't know what he
8 did," and that's referencing the -- the -- the
9 lawsuit, but we didn't really talk about it. I'm so
10 overwhelmed with work, like as a civilian. You
11 know, I'm not allowed to work more than 40 hours,
12 but as a contractor -- I mean, I'm not really a
13 contractor. I'm just a researcher.

14 I'm -- I'm pushing like 60 hours. It's
15 frustrating. So, you know, the least amount of time
16 I can spend possible talking about work when I'm not
17 at work, I'd prefer it, you know.

18 Q You knew Dr. Roysdon was going to file
19 the lawsuit before he filed, though; is that
20 correct?

21 A I actually --

22 MR. WAREHAM: Objection to form.

23 A -- encouraged him to. It was -- it
24 was -- he asked me -- he had actually filed it
25 before, I think. I -- I think I encouraged him

1 to -- to keep going with it because I think that
2 there was something where it required a little bit
3 more money to get to the next step.

4 I don't know. And -- and, yes, I did
5 encourage him. I said, "Well," you know, "based on
6 what I know, it sounds like this McVay guy" -- and
7 I'm sorry. This is my opinion here, but the -- the
8 guy was a complete jerk. I mean, Dan Brown
9 complained about him constantly.

10 The guy was awful. I mean, just a --
11 just a horrible person. There should -- again, this
12 is my opinion, right, and, so, I -- I apologize for
13 just being so forward. But, you know, when -- when
14 you're in government, especially with the taxpayer
15 funds, it's not about you, you know.

16 It's not about you. It's about the
17 requirements, it's about getting the mission done,
18 and this guy -- it was all about him just trying --
19 from my impression, it seemed like it was just about
20 him trying to further himself so he'd get promoted.
21 I found it very frustrating.

22 Q Did you ever follow up with Will McVay to
23 get his side of the story?

24 A No, because, honestly, it's not my
25 problem. As they say, not my pig, not my farm.

1 I've got my -- my own issues I'm dealing with. I
2 don't really have any issues. Things are pretty
3 good, but you know what I mean.

4 Q But have you ever been concerned that
5 you -- your opinion is formed just off of Roysdon's
6 discussions and Dan Brown's discussions with you?

7 MR. WAREHAM: Objection to form and
8 foundation.

9 A No, because -- because Dan -- Dan Brown's
10 comments were -- were pretty obvious to me. It --
11 it was during the entire time -- it was during the
12 time I was working for AFCYBER, including, you know,
13 discussions later on -- well, he didn't really talk
14 about -- he didn't -- when I was now working at
15 Leidos, he didn't really talk about McVay at all
16 because I think the lawsuit had already been filed
17 at that point and he was like -- you know, probably
18 didn't want to say anything that would be bad.

19 But he complained about the guy all the
20 time. And -- and, like I said, I do not think that
21 Dan Brown would lie and he was very frustrated with
22 this -- this McVay guy. He made his life a living
23 hell at -- at HNCO and everything that Dan Brown had
24 told me, this guy is -- is -- is a jerk.

25 Q Did you have any concerns that Dan Brown

1 was not providing you full information about McVay?

2 MR. WAREHAM: Objection.

3 A I -- I -- I did not. I -- I -- I -- I
4 got -- I -- I got a pretty good picture of -- of --
5 of what this guy -- of what this guy is about.

6 MR. GONZALEZ: That's it for me. Thank
7 you, Mr. Jaspers.

8 THE DEPONENT: Yep.

9 MR. WAREHAM: That's it for me. We've
10 concluded.

11 THE VIDEOGRAPHER: The time is 12:41. We
12 are going off the record. This will conclude the
13 deposition for this witness.

14 (The deposition concluded at 12:41 p.m.,
15 April 11, 2025.)

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1 I, TODD JASPERS, do hereby certify that I
2 have read the foregoing transcript and that the same
3 and accompanying amendment sheets, if any,
4 constitute a true and complete record of my
5 testimony.

6

7

Signature of Deponent

8

() No Amendments

9

() Amendments Attached

10

11 Acknowledged before me this ____ day

12 of _____, 2025.

13

14 Notary Public:_____

15 My commission expires_____

16 Seal:

17

18

19

20

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22

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24

25

1 STATE OF COLORADO)
2) ss. REPORTER'S CERTIFICATE
3 COUNTY OF DENVER)

4

5 I, Marcus K. Boyer, do hereby certify that
6 I am a Shorthand Reporter and Notary Public for the
7 State of Colorado; that previous to the commencement
8 of the examination, the deponent was duly sworn to
9 testify to the truth.

10 I further certify that this deposition was
11 taken in shorthand by me at the time and place
12 herein set forth, that it was thereafter reduced to
13 typewritten form, and that the foregoing constitutes
14 a true and correct transcript.

15 I further certify that I am not related
16 to, employed by, nor of counsel for any of the
17 parties or attorneys herein, nor otherwise
18 interested in the result of the within action.

19 In witness whereof, I have affixed my
20 signature this 23rd day of April, 2025.

21 My commission expires April 30, 2027.

22

23

Marcus K. Boyer

24

25

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1801 California Street, Suite 1600
5 Denver, Colorado 80202

6 Re: Deposition of TODD JASPERS
Roe v. United States of America
7 Civil Action No. 5:22-CV-00869-JKP-HJB

8 The aforementioned deposition is ready for
reading and signing. Please attend to this
9 matter by following BOTH of the items indicated
below:

10 _____ Call 303-296-0017 and arrange with us
11 to read and sign the deposition in our
office

12 XXX Have the deponent read your copy and sign
13 the signature page and amendment sheets, if
applicable; the signature page is attached

14 _____ Read the enclosed copy of the deposition
15 and sign the signature page and amendment
16 sheets, if applicable; the signature page
is attached

17 XXX WITHIN 30 DAYS OF THE DATE OF THIS LETTER

18 _____ By _____ due to a trial date of _____

19 Please be sure the original signature page and
amendment sheets, if any, are SIGNED BEFORE A
20 NOTARY PUBLIC and returned to AB Litigation for
filing with the original deposition. A copy
21 of these changes should also be forwarded to
counsel of record. Thank you.

22
23 AB LITIGATION

24 cc: All Counsel

25

1 AB LITIGATION
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3

4

5 TODD JASPERS
April 11, 2025
Roe v. United States of America
6 Civil Action No. 5:22-CV-00869-JKP-HJB

7

8 The original deposition was filed with
9 Jason R. Wareham, Esq., on approximately
10 the 23rd day of April, 2025.

11 _____ Signature waived

12 _____ Signature not requested

13 _____ Unsigned; signed signature page and amendment
14 sheets, if any, to be filed at trial

15 _XXX_ Unsigned; amendment sheets and/or
16 signature pages should be forwarded to
AB Litigation to be filed in the
envelope attached to the sealed original.

17

18

Thank you.

19

20 AB LITIGATION

21

cc: All Counsel

22

23

24

25

- AMENDMENT SHEET -

Deposition of TODD JASPERS
April 11, 2025
Roe v. United States of America
Civil Action No. 5:22-CV-00869-JKP-HJB

The deponent wishes to make the following changes in
the testimony as originally given:

Page	Line	Should Read	Reason
_____	_____	_____	_____
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_____	_____	_____	_____

Signature of Deponent: _____

Acknowledged before me this ____ day of _____,
2025.

(seal) Notary's signature _____

My commission expires _____.

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

Civil Action No. 5:22-CV-00869-JKP-HJB

VIDEOCONFERENCE DEPOSITION OF THOMAS PARISI

April 16, 2025

Plaintiff,

DR. JOHN ROE,

v.

Defendant,

UNITED STATES OF AMERICA, et al.

APPEARANCES:

ALLEN VELLONE WOLF HELFRICH & FACTOR, PC

By Jason R. Wareham, Esq.

1600 Stout Street, Suite 1900

Denver, Colorado 80202 Denver, Colorado 80202

Appearing on behalf of Plaintiff.

HENDLEY & HODGES LAW, PLLC

By John W. Hodges Jr., Esq.

4594 US Highway 281 North

Spring Branch, Texas 78070

Appearing on behalf of Plaintiff.

1 APPEARANCES: (Continued)

2

UNITED STATES ATTORNEY'S OFFICE - DENVER

3

By Robert D. Green, Esq.

1801 California Street, Suite 1600

4

Denver, Colorado 80202

Appearing on behalf of Defendant.

5

U.S. DEPARTMENT OF JUSTICE - CONSTITUTIONAL TORTS

6

By Joseph Gonzalez, Esq.

Katrina Seeman, Esq.

7

175 N Street, Northeast

Washington, DC 20002

8

Appearing on behalf of Defendant.

9

10 Also Present: Rebecca Bradshaw, Lance Henry,

11

Brian Noble, John Fuentes,

12

Maryvonne Tompkins (videographer).

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1 Pursuant to Notice and the Federal Rules
 2 of Civil Procedure, the deposition of
 3 THOMAS PARISI, called by Plaintiff, was taken on
 4 Wednesday, April 16, 2025, commencing at 10:04 a.m.,
 5 via Zoom videoconference, before Marcus K. Boyer,
 6 Shorthand Reporter and Notary Public for the State
 7 of Colorado.

8

9 I N D E X

10	EXAMINATION BY	PAGE
11	Mr. Wareham	5

12

13	EXHIBITS	PAGE
14	1 US0000327 - US0000330	25
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25 (Exhibits to be provided by counsel.)

1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: The time is 10:04. We
3 are on the record. Today is April the 16th, 2025.
4 This begin the recorded deposition of Thomas Parisi
5 in the matter of Dr. John Roe versus United States
6 of America, et al. This deposition is being
7 recorded via Zoom videoconferencing. The court
8 reporter is Marcus Boyer. The videographer is
9 Maryvonne Tompkins.

10 The attorney will introduce themselves
11 starting with the plaintiff, please.

12 MR. WAREHAM: Hi, good afternoon or good
13 morning, wherever you're at. This is Jason Wareham,
14 lead counsel for the plaintiff. Along with me is
15 John Hodges, Lance Henry, and Rebecca Bradshaw on
16 our -- on our team.

17 MR. GREEN: Good morning. This is Robert
18 Green for Defendants. Also with me are lead counsel
19 Joseph Gonzalez and Katrina Seeman from the
20 Constitutional Torts Branch of DOJ and we also have
21 John Fuentes and Brian Noble with the Air Force.

22 THE VIDEOGRAPHER: Our court reporter
23 will please swear in the witness and we can proceed.

24 THOMAS PARISI,
25 being first duly sworn in the above cause, was

1 examined and testified as follows:

2 MR. WAREHAM: All right. Good morning.

3 Before we go much further, Mr. Green, if you
4 wouldn't mind telling me the role of the Air Force
5 attendees today, just so I'm clear?

6 MR. GREEN: They're here with the agency.

7 MR. WAREHAM: Okay. Do they intend to --
8 to be another source of objection or anything like
9 that today or any sort of information guidance?

10 MR. GREEN: I don't believe so, no.

11 MR. WAREHAM: Okay. Great.

12 EXAMINATION

13 BY MR. WAREHAM:

14 Q Mr. Parisi, hi. My name is Jason, as I
15 said. I -- I thank you for making time, although I
16 know it's not optional today for -- for this kind of
17 thing. I'm going to go over a few instructions with
18 you, just to make sure that as we kind of work
19 through the questions today, that as best as we can,
20 especially given the virtual platform, we're able to
21 ensure that -- that -- that the record is clear.

22 Have you ever been deposed before?

23 A Not as an adult.

24 Q Okay. Well, I won't peel that particular
25 onion. That's an interesting response.

1 A Ironically, there was -- when I was in
2 grade school, two kids got in a fight and their
3 parents were suing each other, and I was -- I was a
4 witness. So I was -- I was probably seven or eight
5 years old, so, yeah.

6 Q Wow. Okay. That is interesting. Okay.
7 So, look, today we're here to talk about, you know,
8 the Dr. Roe case with -- Dr. Roe is actually
9 Dr. Paul Roysdon. In that, we just seek for you to
10 tell the truth, just like you would imagine, being
11 placed under oath.

12 If there's something that you don't know
13 or don't recall -- you know, it's not usually useful
14 for us to have speculation. It's fine to say "I
15 don't know," or if I ask a question that's unclear,
16 to ask me to clarify any questions that are unclear
17 so that we can make sure that the -- the record and
18 your understanding is as clear as possible.

19 If you're answering "yes" or "no" or --
20 or something, you know, while it is a video
21 deposition -- you know, shaking your head or -- or
22 nodding, it's not going to be captured on the
23 record. So we need verbal "yes" or "no"s. Other
24 than that, let's just take our time. We'll work
25 through it.

1 If there's a need to take a break at any
2 point -- usually I take a break -- about a 10-minute
3 break about every hour, but if there's a need for
4 another break or something else going on, we can --
5 we can just do that, that's not a problem, and go
6 off the record.

7 And, at times, you may be shown some
8 documents. We'll -- we'll note them as different
9 exhibits in the deposition that'll be displayed on
10 your screen. If you have any difficulty seeing
11 them, we'll do what we can to -- to zoom in or make
12 sure that they're clear.

13 Overall, this isn't a memory test. It's
14 not a quiz. If -- you know, if -- if you can't
15 recall something or specifics, that's fine. And if,
16 through the questioning, we have to go back and do
17 some corrections, that's also fine too.

18 So any questions about what I just
19 described for you?

20 A No.

21 Q Okay. We'll just continue then. Oh.
22 One other note is the other side does get to and
23 should likely lodge objections to my -- my
24 questions. If that occurs, you'll hear something
25 like "objection" and the basis. If you're talking

1 at the time, the best thing to do is just pause
2 briefly and allow that objection to be clearly
3 recorded on the record and then we'll move on from
4 that. It's a little difficult on video sometimes or
5 a little delayed. So sometimes we've just got to
6 kind of work through that at the moment.

7 Okay. All right. Probably one last
8 final thing because it's come up a few times. We
9 are not, obviously, in a classified space. We are
10 not trying to elicit classified information.
11 There's been some materials produced to us that it
12 looks like there's some unclassified identity or
13 verifiers within those e-mails, we'll show those to
14 you, but if anything gets close to -- to classified
15 information in your mind, please just note that
16 and -- and -- and, you know, we'll move on from
17 there. Does that make sense?

18 A Yes.

19 Q Okay. So, Mr. Parisi, would you mind
20 stating your full name for the record and spelling
21 your last?

22 A My full name is Thomas Joseph Parisi.
23 Last name spelled P-a-r-i-s-i.

24 Q All right. And what is your current role
25 and employment?

1 A I'm a GS-1550 DR-4, principal computer
2 scientist with the Air Force Research Laboratory.

3 Q All right. And, in general, what does
4 the Research Laboratory do?

5 A The Research Laboratory performs research
6 for warfighters, to get them the latest and greatest
7 technology; sometimes that we know exists, sometimes
8 that we don't know exists through -- through
9 exploratory-type research.

10 Q Okay. How long have you been in this
11 role?

12 A It will be 24 years in June. So
13 23 years.

14 Q All as a GS employee?

15 A Yes.

16 Q Okay. So directing us to this case --
17 well, in general, what are your roles specifically
18 within the Research Laboratory -- your specific
19 roles?

20 A I manage a portfolio of programs that
21 have numerous contracts underneath them and I
22 monitor the progress of the contracts, I work with
23 the customer, who, many times, is a funding agency
24 outside of AFRL because we work a lot of joint
25 projects, to ensure that the funding is flowing,

1 get signed contract, there's enough money to do what
2 it is the customer wants to do, and then verify back
3 to the customer that things are on schedule and
4 budget, or should they not be, what the get-well
5 plan is. So a lot of contract management.

6 Q Are you often in the role of the
7 contracting official, like a COTR or a COR?

8 A Yes.

9 Q Okay. And can you say what a COTR means
10 in -- in full on the record? I -- I don't always
11 remember right off the top of my head.

12 A A COTR is a contracting officer technical
13 representative. A COR is a contracting officer
14 representative. Many times, we use the terms
15 interchangeably here at AFRL.

16 Q And, in general, what is a COR -- I'm
17 just going to use COR because it's easier -- easier
18 than saying COTR. In general -- but I mean both
19 roles. What is a COR responsible for?

20 A COR is responsible for ensuring that the
21 work occurring under the contract is within scope,
22 that progress is being made on the work being
23 executed under the contract, and that funds are --
24 are flowing to the contract officer in a manner in
25 which the -- the effort will continue to push

1 forward without any gaps.

2 The COR also works with -- directly with
3 the prime contractor to ensure technical expertise
4 and ensure that the technical approach that they're
5 taking is what we would consider to be technically
6 sound. So that's why, typically, computer
7 scientists, computer engineers are -- would be the
8 CORs for a contract involving computer software.

9 Q And just so we kind of get some context,
10 what is, in general, the contracting or acquisitions
11 process that a COR is a part of, well, let's just
12 say within the Research Laboratory?

13 A Typically, and not always, but a COR,
14 many times, is the one that initiates solicitation
15 or contract procurement with our contracting branch.
16 We usually explain that we've gotten a requirement
17 and we have funds to execute that requirement, and
18 then our contracting branch puts out a solicitation
19 of some form. We then get back in proposals.

20 And, usually, the COR and a team of a few
21 other people evaluate the proposals during the
22 source selection and then make a recommendation to
23 the source selection authority as to who the -- the
24 most qualified, best value for the government
25 proposer -- you know, proposal is. That's how --

1 that's how we start out.

2 And then as -- when we award the
3 contract, then we have a relationship -- a direct
4 relationship with the prime contractor, typically
5 somebody with a similar job; an engineering or
6 science background, who is the manager on the
7 contractor side of that effort, and we have regular
8 interactions, some more than others, but, usually,
9 once a week, maybe once every other week to ensure
10 everything is -- is going smoothly.

11 Q Okay. And is it the COR that actually
12 executes the contract or is somebody else involved
13 in like final contract execution?

14 A Well, the performer executes the
15 contract. I mean, they're -- they're the --

16 Q That's true. When I say "execute," I
17 mean like who signs on the dotted line, such that
18 there's a binding contract?

19 A A warranted contract officer has to sign
20 the contract. They are the ones that make the
21 ultimate decision to push forward with the source
22 selection authority's, again, recommendation on who
23 to award the contract to. I am not a warranted
24 contract officer. I have several that work with me
25 to help facilitate my tasking.

1 Q Moving to -- well, actually, in general,
2 in the contracting world, have you ever heard the
3 term "debarment"?

4 A Yes, I have.

5 Q What is that?

6 A Well, typically, debarment happens, in my
7 understanding -- it probably has more than one
8 definition, but that typically happens when a
9 company has somehow either violated the
10 regulations -- federal regulations required for
11 being a contractor, there's some kind of security
12 issue perhaps, they've received inside information
13 regarding a source selection, like, for instance, if
14 they were to hire somebody that was on one of those
15 source selection teams.

16 We did -- to fresh off, there -- there
17 would probably be a chance that they would be
18 debarred from being able -- or at least not be
19 allowed to bid on that. So I'm not trying to go on
20 too long, but debarment basically means that they
21 can't bid on the government contracts for a certain
22 amount of time.

23 Q Okay. And is there any process
24 associated with debarment normally?

25 A I don't know. I -- I believe that

1 there -- it's a process. The process, as far as I'm
2 concerned, is if I were to find out that there was
3 impropriety going on with the performer --

4 THE REPORTER: Mr. Parisi -- Mr. Parisi,
5 you're breaking up.

6 A -- I would report that --

7 THE REPORTER: Mr. Parisi, you're --

8 A -- to our legal staff, who is on the call
9 today, while it was contracting and let them take
10 care of it from there. I don't know what the
11 process is from that point forward.

12 Q All right. So shifting to the contract
13 that kind of -- or the interaction that brings us to
14 this deposition, do you recall a Dr. Paul Roysdon?

15 A I have never met Dr. Paul Roysdon and the
16 first -- yeah, the answer is no. I don't recall.
17 I've never met him. Obviously, I've seen his name a
18 lot recently in paperwork, but I've -- I've never
19 met the man in person, that I recall.

20 Q All right. And outside of personal
21 meeting, were you involved in any way in
22 Dr. Roysdon's contract with the US government?

23 A No. As far as I know, again going back
24 through the records, he didn't have a contract, at
25 least as far as I was involved, with the US

1 government. He had a -- my organization had a
2 contract with a company called Global InfoTek and
3 then Global InfoTek issued -- and, again, this is
4 from what I've read recently, going back on this,
5 they issued a subcontract to Dr. Roysdon.

6 So that contract was between Dr. Roysdon
7 and Global InfoTek. Government -- CORs, typically,
8 are not supposed to be getting involved with
9 subcontractors. We're supposed to work with the
10 prime because the prime is on the hook for delivery,
11 therefore, it would -- it would be out of the
12 ordinary for me to have had any interaction
13 with them and I did not have any interaction with
14 them.

15 Q Okay. And, so I have sufficient context,
16 what -- what, normally, is the process, on average,
17 with how subcontractors are obtained by prime
18 contractors?

19 A So, typically, if a prime contractor
20 needs -- feels that they need specialized help that
21 doesn't currently exist within their -- their
22 company, they contact the defense contract
23 management agency, that is typically what we call
24 the administrative contract officer, who is
25 completely different from the procurement

1 contracting officer that sits here at AFRL.

2 They then request to write -- write a
3 subcontract under the -- the prime contract and DCMA
4 is typically the authority that approves it. Now,
5 we tend to find out -- we ask to be notified at a
6 time, as a courtesy.

7 Sometimes we find out after the fact in a
8 status report, but as long as the work is getting
9 done and it's not affecting the budget, usually we
10 don't have an issue with -- with subcontracting --
11 prime subcontracting.

12 Q Okay. Well, based on -- you mentioned
13 reviewing a few documents, actually, of late,
14 probably after you got this subpoena.

15 Can you go through what documents you've
16 reviewed?

17 A I logged onto PACER and I downloaded the
18 case. The original case was sealed and then,
19 apparently, the case was unsealed, so -- the -- the
20 amended version and I did read through that. So
21 I -- I understand what the complaint is.

22 I've also gone back through some e-mails,
23 along with the Justice Department, what we could
24 find that has anything to do with Dr. Roysdon. And
25 those are pretty much the -- the documents that I've

1 read.

2 Q Okay. And did -- that review of e-mails
3 with the justice Department and in your preparation
4 for that, did that somewhat refresh your
5 recollection as to issues with respect to
6 Dr. Roysdon?

7 A It did slightly. However, the issues
8 were so run-of-the-mill and we deal with -- with
9 primes and customers asking us about whether or not
10 they can have a subcontractor perform a certain kind
11 of task and us saying, "Yes, they can," or, "no,
12 that's outside the scope of your contract."

13 That probably occurs on a weekly basis.
14 So that was the extent of pretty much the e-mails
15 that we had and we were just trying to determine if
16 the -- if what he was doing was within scope.

17 Q So from your seat and -- and with
18 whatever refreshed recollection that you have, can
19 you just describe kind of your understanding of the
20 start of the contract and the end of the contract
21 with respect to Dr. Roysdon?

22 MR. GREEN: Object to form.

23 Q Go ahead.

24 A Did you want me to go -- to ahead, sir,
25 Mr. Green?

1 Q Yeah, yeah. So once an objection is
2 lodged, unless somebody injects and tries to
3 instruct you not to answer, once the objection is on
4 the record, then you can just go ahead and answer
5 the question or I can repeat the question if you
6 didn't hear it the first time.

7 MR. GREEN: Yeah, you can go ahead,
8 Mr. Parisi.

9 A Can you repeat the question, please?

10 Q Sure. So it wasn't a terribly artful
11 question, but just to your recollection, you know,
12 can you describe the start of Dr. Roysdon's contract
13 at issue here and the circumstances of ending it,
14 just kind of a narrative, as best you can.

15 MR. GREEN: Same objection. Go ahead,
16 Mr. Parisi.

17 A No, I can't do either. I was not part of
18 the contract award and if the -- if the contract was
19 terminated -- I don't know for a fact that it was.
20 I -- I had no part of that either and I don't know
21 when it occurred and what happened between two
22 companies that -- we usually, on the government
23 side, don't get involved in -- in issues between
24 companies, especially if it involves terminating
25 subcontracts or anything like that.

1 Q Sure. Okay. Well, we're going to work
2 through some documents and -- that you were included
3 on, here shortly, and just see what information that
4 you might be able to provide.

5 Before doing that, are you familiar with
6 the name Captain William McVay?

7 A I am.

8 Q And how are you familiar with that name?

9 A I've worked with Captain -- who is now
10 Major McVay in a few different capacities. I -- I
11 met him when he was working as a -- in a program
12 management type job for an organization call Air
13 Force Life Cycle Management Center. He's since
14 then -- it's PCS, permanent change of station, to
15 the Pentagon and is -- was then a program element
16 monitor, which we refer to as a PEM, for a budget
17 line that I -- that falls directly within my
18 program.

19 So I actually ended up working -- I met
20 him when he was with LCMC. I ended up working with
21 him much closer when he was with -- at the Pentagon,
22 Secretary of the Air Force Acquisition Office for
23 Information Dominance. Subsequently, he is PCS to
24 another -- or to -- to another job at the Pentagon
25 and I've heard from him a couple times.

1 Q Okay. What, in general, has been your
2 experience in working with Captain McVay -- or I'm
3 going to use Captain McVay just for clarity of the
4 record since, you know, the timing involved his rank
5 as captain. So no disrespect to him, but just to --
6 to keep it all kind of consistent. Okay?

7 A Very intelligent. Very technically
8 capable. Very professional. He was always very
9 polite with -- to me. And we -- we were to the
10 point where we would -- you know, I -- I -- I would,
11 personally, you know, send him a text message and
12 say, "Hey, I'm going to be in San Antonio or
13 Washington, if you wanted to go out and grab some
14 dinner or something, we can catch up." So like I
15 said, I know him -- I know him very well and I have
16 a lot of respect for him.

17 Q Do you -- focusing more specifically on
18 his role during Air Force Life Cycle Management --
19 also a term used is -- that I've heard is HNCO.

20 What, specifically, was his role there?

21 A I'm not sure exactly what his role was
22 there. It -- it had to do with program management.
23 Whether or not that was actually his title, I don't
24 know. But he was managing programs there.

25 Q Okay. And when you describe "program

1 manager" or "program management," can you define
2 that?

3 A Basically given a requirement, given
4 resources, usually funding, given a timeline, given
5 access to performers and also access to leadership,
6 and using all of those resources along with the
7 requirements together to derive a solution to solve
8 what the -- the requirement that you've been given.

9 Q In general, with your experience with
10 program managers, what is their supervisory
11 authority over contract personnel on their projects?

12 A So the answer is none because you used a
13 very specific term, "supervisory." We are not
14 supervisors of contractors.

15 Q Well, what are the roles of program
16 managers then vis-à-vis contractors?

17 A So a government program manager,
18 typically, will work together with the contractor
19 that is developing the solution. That's usually,
20 and I've been doing this for many years, a very
21 cordial, very professional relationship.

22 The government program manager, if they
23 identify something that is maybe not -- not going to
24 work or a better way to do things, a conversation
25 can ensue between the -- the government program

1 manager and the contractor manager about potentially
2 working the -- the project in a slightly different
3 way or integrating another piece or another piece of
4 functionality into it.

5 This is all assuming that it doesn't --
6 we're not talking about something that's significant
7 enough that would be considered a material change to
8 the contract. If it was that significant, we would
9 have to go to the contracting officer and they would
10 have to do a bilateral contract modification.

11 But, typically, it's along the lines of,
12 "Hey, we developed this user interface and," you
13 know, "do you think that the blue background or the
14 green background is" -- something along those lines
15 where it's not -- it's not significantly changing
16 the contract.

17 Q Okay. Do you have -- did you have any
18 awareness of any of the projects for which he was
19 program manager at Air Force Life Cycle Management?

20 A Yes, I'm aware of a couple programs that
21 he was involved with managing.

22 Q As -- in an unclassified way, can you
23 describe what those are?

24 A No, sir.

25 Q Was there any sort of like letter

1 reference to any of his projects that was
2 unclassified -- like a way to describe them
3 unclassified?

4 A Not that I'm aware of.

5 Q Okay. So the implication being then, the
6 descriptions I'm asking for would tread into
7 classified information?

8 A That is correct.

9 Q Okay.

10 A It is my understanding, that is correct.
11 Now, things do change and sometimes there are bits
12 and pieces of things that are declassified and, you
13 know, a paragraph or a blurb could come out saying,
14 you know, "The country can rest easy at night
15 knowing that we're working on this particular
16 capability." I don't know if that's happened or not
17 in the last five years with the -- the things
18 that -- that McVay was working [sic].

19 Q Okay. To your recollection, have you
20 ever discussed Dr. Roysdon with Captain McVay?

21 A Only one time -- twice, maybe. So the
22 first time, I got a call, it was this summer, around
23 July timeframe, from Captain McVay and he notified
24 me that the attorney at the Justice Department
25 wanted to speak with me and I asked what it was

1 about because it's not every day that the Justice
2 Department lawyers want to speak with me.

3 And he said it's about a subcontractor
4 from 2020, that there's -- there's some kind of a
5 situation with. And I said, "Who was the
6 subcontractor?" And he said, "Paul Roysdon," to
7 which I responded, "I've never heard of him." That
8 also came up two -- just -- I think it was last week
9 or two weeks ago.

10 I had a phone call with Major McVay about
11 a completely different -- nothing to do with this,
12 completely different Air Force effort and I did
13 mention that, "Hey, I was subpoenaed for this whole
14 Roysdon thing. Do you know anything about that," to
15 which he responded, "I can't talk about that," and
16 that was the end of that conversation.

17 Q Are those the only times, to your
18 recollection, you've discussed this case with
19 Captain McVay?

20 A Those are the only two times, correct.

21 Q All right. Well, we will start working
22 through a few documents here. And if you're
23 wondering how we got your name, this is -- this is
24 how. So I'm going to ask my paralegal -- and this
25 might get just a little clunky, but I'm going to do

1 my best to record the identity of the document for
2 the DOJ counsel and then the exhibit that we're
3 going to -- that we're going to mark it.

4 MR. WAREHAM: So, Rebecca, if we could
5 just go in order of those -- those lists of
6 documents, that would be helpful.

7 Would you mind displaying the first one?
8 Let's see if the share screen thing works. All
9 right. So let's actually go to the next one,
10 please, Rebecca. All right. Go ahead and go down
11 to the bottom. All right. This is Bates -- Bates
12 number -- excuse me. I'm trying to see the bottom
13 of it. It is 320 -- 330 to, I believe, 328. We're
14 going to mark this as Exhibit 1 -- or 327. Excuse
15 me.

16 (Exhibit 1 was marked.)

17 Q (By Mr. Wareham) And, really, this --
18 Mr. Parisi, this is just to confirm any
19 understanding you have around these e-mails and help
20 us understand, you know, what they were discussing.
21 And I'm going to try to just show you e-mails in
22 which you were only involved.

23 So can you briefly review what is on the
24 screen and tell me, first off, who is Tanya Macrina?

25 A Tanya Macrina is a coworker of mine. She

1 is pretty much a co-program manager. We work
2 somewhat interchangeably on most of the efforts
3 under our portfolio so there's coverage if one of us
4 isn't in the office. Tanya is also a GS-1550 DR-3,
5 a senior computer scientist.

6 Q Okay. And do you know who Tracy is, as
7 mentioned on this e-mail on -- on 330?

8 A Tracy Winterton is a systems engineering
9 and technical advisory contractor that assists us
10 with acquisition and procurement type matters like
11 this.

12 Q Okay. And can you tell me what a -- what
13 GITI is?

14 A GITI is an abbreviation for Global
15 InfoTek, Incorporated, I believe.

16 Q And what is your understanding of what
17 Global InfoTek is?

18 A Global InfoTek is a cyber -- a computer
19 cyber development company down in the -- in Reston,
20 Virginia.

21 Q And do you know what -- I'm going to just
22 call them GITI for Global InfoTek for ease of
23 phrase. Do you know what GITI's role was with
24 respect to Dr. Roysdon?

25 A I -- after going through the e-mails, it

1 appeared as though -- and, again, at the time, I was
2 not aware of this, but it -- it appears as though
3 Global InfoTek issued a subcontract to a -- a
4 company or a person involving Dr. Paul Roysdon.

5 Q Going to the -- the next chain of
6 information in the next e-mail, above it, can you
7 describe who Dan Brown is -- Daniel Brown is?

8 A Daniel Brown is a program manager with
9 the Air Force Life Cycle Management Center in San
10 Antonio. He is another -- he -- he -- he's -- he's
11 another, basically, COR, COTR, just like we are and
12 manages the -- the progression of technology
13 development.

14 Q And do you happen to have any specific
15 knowledge what -- what his oversight and role was as
16 the COR for Air Force Life Cycle Management Center?

17 A He was working several -- several
18 different efforts having to do with cyber
19 operations. Also, we, at AFRL, were funding Global
20 InfoTek to support one of Mr. Brown's cyber defense
21 efforts at the time.

22 So he was the boots on the ground that
23 was providing day-to-day feedback to the contractor
24 and reporting back to us on that particular matter.

25 Q Do you know of any information related to

1 Mr. Brown being the source of the contract for
2 Dr. Roysdon?

3 A No, that wouldn't have -- the source of
4 the contract would be Global InfoTek.

5 Q Okay. Are you aware of any information
6 with respect to Mr. Brown and Dr. Roysdon
7 collectively?

8 A No.

9 Q Okay. And can you tell me who Julio
10 Oraro [phonetic] is?

11 A Oh. I do want to clarify my last answer.

12 Q Go ahead.

13 A You asked me if I knew of any
14 interactions or relations or something between Dan
15 Brown and Paul Roysdon and the answer is I've
16 recently gone back through some e-mails and have
17 seen that there was some questions as to which role
18 Dr. Roysdon was playing down in San Antonio, whether
19 he was acting as a developer or as a technical
20 program adviser.

21 So in that matter, yes, there -- there
22 was some -- some back and forth between myself, Dan
23 Brown, Tanya, regarding Dr. Roysdon.

24 Q Okay. Thank you for clarifying. Back to
25 identifying Julio Oraro, do you know who that is?

1 A I do. I don't know him well. I've met
2 him a couple of times. I'm not sure if he's still
3 with Life Cycle Management Center, but at the time,
4 he was.

5 Q And do you know what his role was at the
6 Air Force Life Cycle Management Center at the time?

7 A Pretty much the same thing as the rest of
8 us. He's an engineering-type program manager,
9 working Life Cycle Management matters.

10 Q Okay. Had you worked with -- how --
11 well, let me rephrase this. How well do you know
12 Mr. Brown -- Dan Brown?

13 A I know Mr. Brown very well. He's a
14 personal friend of mine. We've been working
15 together for -- when I say "together" -- he's always
16 worked out of Texas and I've always worked out of
17 Rome, New York. However, our portfolios are very
18 closely aligned.

19 So we've been working together for over
20 20 years now, a lot of times just transitioning --
21 doing basic research in the laboratory and then
22 transitioning it over to his more mature program so
23 that he can integrate it into larger systems and
24 transition it into the warfighter. So, yes, I
25 know -- I know him very well.

1 Q All right. And what is your opinion of
2 Mr. Brown?

3 A Very high, very intelligent and he's got
4 a lot of great ideas and he's willing to -- he's
5 willing to take his own personal time a lot of
6 times. He's one of those guys that, you know, you
7 work at all hours of the night if he thinks he has a
8 great idea that's going to help move things along.

9 So I have a lot of respect for him and,
10 you know, he always -- he always gives it his all,
11 regardless of what his position is, and he's had a
12 couple different positions over the years.

13 Q Have you discussed this case with
14 Mr. Brown at all, to your recollection?

15 A No, not to my recollection.

16 Q Have -- have you and Mr. Brown ever
17 discussed Captain McVay?

18 A I'm sure we have.

19 Q Do you --

20 A I -- I don't -- I don't --

21 Q Oh. Sorry. I didn't mean to interrupt
22 you. Go ahead. Sorry.

23 A I don't know in what context. I mean,
24 you know -- I -- I'm -- I'm sure at some point, you
25 know, Dan probably told me that, "Hey, did you hear

1 that Captain McVay is going to PCS over to SAF/AQ
2 and work at the Pentagon now?" I'm sure that
3 that -- you know, comments like that have -- have
4 come up, but I don't think anything of -- of
5 substance.

6 Q Yeah. Fair. So just to clarify, as to
7 your recollection, have you ever discussed anything
8 negative about Captain McVay with Mr. Brown?

9 A Absolutely not.

10 Q Have you ever discussed any concerns of
11 Mr. Brown that he might lose project funding because
12 of Captain McVay?

13 A With regard to Captain McVay, no. Now,
14 every single government program manager across the
15 government is concerned that we're going to lose
16 program funding for various reasons, but your
17 specific question was with regard to McVay, no.

18 Q Okay. Can you briefly describe what a
19 DD 254 is?

20 A Department of Defense Form 254 is a
21 security document that becomes part of the contract
22 and it authorizes the contractor to perform and/or
23 retain information that is classified at a multitude
24 of different levels.

25 It's also typically required for a

1 contractor to be able to get a -- what they call an
2 FCL facility clearance, which is required before
3 they can start giving their own employees clearances
4 to work on things.

5 So because of the classified nature of
6 most of the work that we do, almost all of our
7 contracts have DD 254 as part of the contract and,
8 usually, many revisions because as programs
9 progress, different requirements with regard to
10 classified information tend to pop up.

11 MR. WAREHAM: Okay. Rebecca, would you
12 mind scrolling up to the top of this? So -- all
13 right. Actually, I think we're done with Exhibit 1.

14 Rebecca, would you mind going to the next
15 one?

16 Q Oh. Actually, let me ask you who Ted
17 Oakley is -- Theodor Oakley?

18 A Theodor Oakley is a direct employee of
19 Global InfoTek and he was down in San Antonio. So
20 there is -- if -- if everybody was doing their jobs,
21 Mr. Oakley probably had some kind of a relationship
22 with Dr. Roysdon because he would have basically
23 been the prime contractor who was overseeing that
24 subcontract down in San Antonio.

25 MR. WAREHAM: All right. Thanks. You

1 can go to the next one, Rebecca. If you wouldn't
2 mind scrolling up to the header. This is Bates 373
3 through Bates 372.

4 Actually, you're not on this one. Can
5 you go to the next one, please? Forgive me. There
6 may be a little bit of a document move-around here
7 as we coordinate some of these things.

8 All right. Can you confirm, Mr. Parisi
9 is on this one, please? All right. Great. So this
10 one is 376 through 374. We'll make this Exhibit 2
11 to this deposition. All right. Rebecca, if you'll
12 just go to where we can see the full conversation,
13 please, so that Mr. Parisi can review it.

14 (Exhibit 2 was marked.)

15 Q (By Mr. Wareham) All right. That might
16 be too small on your screen. I'm not sure. Are you
17 able to review that?

18 A Let me see if I have it in printout here.

19 Q Sure. Or if you've got -- yeah, 375, or
20 this e-mail, that's fine to review where you're at
21 too.

22 A Okay. I have one. It's a government
23 contractor role excalibur. Okay. I've got one
24 from --

25 Q August 24 of 2020, 2:06 p.m.?

1 A Yep. Actually, this one is a thread that
2 goes even further than that. So we're going back
3 to -- what's the date? August 24th?

4 Q Yep, August 24.

5 A Okay. I'll read --

6 MR. GREEN: Mr. Parisi, does the version
7 that you have have a Bates label on it, a little
8 number on the bottom right-and corner that starts
9 with "US"?

10 THE DEPONENT: Yes.

11 MR. GREEN: Okay.

12 THE DEPONENT: It's US, four zeros, and
13 then it says 378.

14 MR. WAREHAM: All right. So -- well --
15 so let's -- let's work through this a little bit.

16 Rebecca, can you zoom out so I can see
17 the actual Bates label we're working with here? I
18 just make sure we're all on the same page, for the
19 record. So I've got 376 and 375. Let's see.

20 Are you able to pull up 378 so we can be
21 on -- Rebecca, so we can be on the exact same page
22 as what he has in his hands? Just a Sec, guys.
23 She's going to pull that up in just a moment.

24 Yeah, actually, probably -- Rebecca
25 pointed out probably a better thing to do is let's

1 drop this 374 in the chat so that we're referencing
2 the actual exhibit and -- and the Bates number so
3 you can pull it up right there, locally.

4 Does that work for you, Mr. Parisi?

5 THE DEPONENT: Yeah.

6 MR. WAREHAM: Great. Let's do that,
7 Rebecca. Let me find the chat here. Chat. Here we
8 go.

9 THE DEPONENT: Okay. I'm in the -- I'm
10 in the chat. I don't see any documents.

11 MR. WAREHAM: Okay.

12 THE DEPONENT: Okay. Now I do.

13 MR. WAREHAM: Okay. Great.

14 THE DEPONENT: 374.

15 Q (By Mr. Wareham) All right. Are you
16 able to review that now, Mr. Parisi?

17 A I'm still opening it.

18 Q Okay. No worries. No worries. No rush.

19 A Okay. Finally, it opened.

20 Q All right.

21 A Okay. I now have it up on my screen
22 here.

23 Q Okay. Great.

24 A So which part did you want --

25 Q Yeah, would you just remind -- mind

1 reviewing the first e-mail and -- chain there at the
2 bottom, working from the bottom to the top, and let
3 me know when you're -- when you're done reviewing
4 that.

5 A Okay. Okay.

6 Q So can you describe, generally, what the
7 issue is that -- that Tanya is describing here?

8 A Well, it appears that Tanya is concerned
9 that Dr. Roysdon is using -- basically has -- has
10 two hats that he's wearing. It appears that he is a
11 government official for the National Security Agency
12 and, at the same time, he is a subcontractor.

13 And from what it says in the e-mail --
14 and it's starting to jog my memory too. The
15 question was whether or not he could use the
16 security clearance that was furnished to him from
17 the National Security Agency to do National Security
18 Agency work on -- with -- with his other hat, on as
19 a subcontractor, you know, in -- in a -- in a
20 for-profit-type gig.

21 This is not an uncommon situation. We
22 see it all the time with reservists. So we have --
23 it's -- it's not uncommon to -- to see -- like if I
24 were a reservist, I might have a top secret SCI
25 clearance as a civilian, but as a -- as a reservist,

1 I'd only have the secret and I wouldn't be able to
2 use my civilian SCI clearance to go into our SCIF
3 here.

4 So I know there's -- there's some
5 flexibility. Different agencies look at that
6 different ways, but in Rome, pretty much your
7 clearance sticks with your role and it seems like
8 Tanya was a little bit concerned that maybe a
9 clearance that was issued for -- for reasons other
10 than work on this subcontract was being used for
11 work on this subcontract.

12 And, moreover, the DD 254 did not have --
13 did not authorize whatever level that particular
14 clearance was, which, from what I understand, I
15 think was a very specific clearance, program level
16 clearance that you -- not just your general
17 secret -- top secret stuff.

18 Q Okay. So kind of taking one step back on
19 this issue, can you describe like in the -- in the
20 hypothetical you described about like the reservist
21 having a clearance or somebody else having a
22 clearance to their government role and then as a
23 contractor, how is it supposed to work?

24 How is the process supposed to play out?

25 MR. GREEN: Object to form.

1 A I'm not a security person. The way that
2 the process works out from my standpoint is if we
3 see something that we've been told is a shade of
4 grey or out of the ordinary, we contact a
5 professional. And in -- in regards to security, we
6 would contact one of our -- our special security
7 officer, likely, or we would contact our -- if -- if
8 we thought there was -- there was an issue of
9 double-dipping or something like that going on, our
10 acquisition attorney.

11 So that's the -- what happens from there,
12 you know, we're not a part of. That -- that gets
13 taken care of by the lawyers, the security people,
14 et cetera. We just -- we just raise the flag and
15 have them look into it.

16 Q So just what you've observed, you know,
17 for example, in the hypothetical, you said it
18 happens all the time.

19 Do -- using your hypothetical, in the
20 reservist-to-contractor scenario, do -- are there
21 two clearances issued?

22 MR. GREEN: Object to form.

23 A As far as I know, here in Rome, yes. If
24 somebody is a -- or if somebody is a civilian or a
25 contractor and is also a reservist, I believe that

1 they are -- and I'm not 100 percent sure on this,
2 but I believe that they are issued security
3 clearances in both of their forms and they're not
4 always the same levels.

5 Q Okay. And I'm just asking for your
6 recollection or what you've seen. No worries there.

7 Have you ever seen it where one clearance
8 has been used in both roles?

9 A I don't think so.

10 Q Okay. Can you -- go ahead.

11 A I don't think so. I have heard the staff
12 in our special security office, though, you know,
13 making a point to people that come in in their
14 reservist uniform that -- "Hey," you know, "when
15 you're wearing that hat, you need to have" -- you
16 know, "we need to make sure that we get you right
17 into the right ticket so that you can be in here as
18 a military person versus as your contractor role,"
19 so...

20 Q And for an issue like what is described
21 in this August 24 e-mail, what would be Tanya's role
22 with respect to an issue like this?

23 A So Tanya is the COR. Based on the
24 verbiage in the e-mail, it looks to me like somebody
25 from the Life Cycle Management Center contacted her,

1 probably on the telephone because I don't see an
2 e-mail under it, saying, "Hey, we've got" -- "we
3 have concerns. We're working a very sensitive
4 program down here, which one of your subcontractors
5 has access to as a government employee, and,
6 however, he's" -- "he's using that access now as a
7 for-profit contractor to pretty much come into these
8 these" -- "to" -- "to meetings that are very highly
9 classified and we're not sure if that's" -- "number
10 one, if that's okay from a security standpoint, and,
11 number two, if that's the intention behind why NSA
12 wanted him to have this clearance."

13 So I -- I think that that's likely the
14 conversation that -- that occurred. And then Tanya,
15 as the COR -- I was probably on travel that week --
16 took all -- took -- took the notes as necessary and
17 forwarded them over to it looks like our acquisition
18 attorney and said, "Hey, Bill, what do" -- you know,
19 "what do we do with this? This is all the notes
20 that I have. Do you see a problem or don't you see
21 a problem," so...

22 Q And on this e-mail, who is John Marks?

23 A John Marks is -- his role on this
24 particular e-mail is liaison -- we call them -- all
25 I know is liaison officers for the Air Force

1 Research Lab information director in Rome, down in
2 San Antonio.

3 So he -- and he ironically worked for the
4 same organization, Life Cycle Management Center,
5 when he was active duty, but we -- AFRL specifically
6 hired him because he was active in the community.
7 He was a -- and we decided we needed, you know,
8 boots on the ground, somebody that actually lives
9 down there that works for us to help transition our
10 technology. So he was the liaison down in San
11 Antonio at the time, AFRL.

12 Q And do you know why -- do you know why
13 Captain McVay would be included in this e-mail?

14 MR. GREEN: Object to form.

15 A I don't know. I would -- I would -- I
16 would have to speculate and I'd prefer not to.

17 Q That's okay. Yeah, if you don't know,
18 you don't know. To your recollection, was it common
19 to see Captain McVay included on e-mails with COR
20 discussions?

21 A Yes.

22 Q And why is that?

23 A Because we're -- we work in the same
24 area. So it's -- and the programs that we work on,
25 a lot of times, the intention is for them to

1 converge, to be integrated together to make a larger
2 system. So it's usually -- there's usually a lot of
3 discussion between CORs and different agencies that
4 are working complementary projects or different
5 parts of the same project.

6 Q Can you tell me towards the top of 374
7 who Richard Bremer is?

8 A Richard Bremer at -- is a contracting
9 officer, as far as I know. He was a -- he was
10 active duty contracting officer at the Life Cycle
11 Management Center as a major, then he retired and
12 retained the job as a contracting officer, civilian.

13 Q And are you familiar, generally, with
14 what his role specifically was at Air Force Life
15 Cycle Management Center?

16 A As far as I know, he was -- he was a
17 warranted contracting officer and the branch -- I
18 believe the branch chief of their contracting
19 branch. So I did not -- I did not have very much
20 interactions [sic] with him because we tend to work
21 off of our own contracts.

22 So the -- the only interactions I think
23 I've had was when he called asking for advice on
24 putting out solicitations, things of that nature.

25 Q Do you know if he had any

1 responsibilities vis-à-vis security clearances?

2 A That, I don't know. So it's not uncommon
3 for personnel to have additional roles. So he may
4 have been what we call a SASM in addition to being a
5 contracting officer, security agency -- staff agency
6 security manager. He may have done something like
7 that. I don't know.

8 MR. WAREHAM: Okay. All right. Let's --
9 Rebecca, let's move to 383. Actually, this is
10 another one in that chain. Let's just go ahead and
11 go to 385. All right. Let's -- if you wouldn't
12 mind, sir, this will be Exhibit 3, for the record,
13 Bates 385 through -- when -- does it end at the top,
14 Rebecca? 385 through -- I'm sorry. I can't read
15 that on the screen. Let me pull it up here so I can
16 be a little more accurate.

17 Great. So that's going to be -- for the
18 record, Exhibit 3 is 385 through 387. Let's --
19 let's just start at the bottom.

20 (Exhibit 3 was marked.)

21 Q (By Mr. Wareham) Are you able to
22 download that, sir, and do a similar local review?

23 A Yes, so we're on -- what -- 386?

24 Q Sir, just let us know when you're --
25 whenever you're done reviewing that. No rush.

1 A Do you want me to review the whole thing
2 or just a --

3 Q You know, just for --
4 (Simultaneous speaking.)

5 Q -- sake, let's take a minute and you
6 can -- can review the whole thing and --

7 A I'm reading the --

8 Q Yeah, just go ahead and review 385
9 through 386. 387 is on there, but it's just a
10 signature.

11 A Excuse me. Okay. I read through the
12 whole thing.

13 Q So just starting at the bottom, regarding
14 the e-mail that says, "Here's a copy of the letter
15 on NIPR." Do you recall what letter Captain McVay
16 is referencing?

17 A No.

18 Q All right. We'll get that to you here
19 shortly, just to see. So looking at the e-mail
20 above it -- the e-mail chain above it, in which
21 you're included, date/time group around August 24,
22 2:25 p.m. Actually, let me make this a little
23 easier. Let's just go to your response here around
24 August 25, 2020, at 1:00 p.m.

25 Was that -- do you recall giving that

1 response?

2 A No, I don't recall giving the response,
3 but --

4 Q Fair. Fair.

5 A -- I'm sure I -- and it's written in my
6 vernacular, so, yes.

7 Q All right. That's the next question and
8 that's a totally fair answer.

9 Do you have any -- do you -- do you
10 believe that this is something that you wrote?

11 A Yes.

12 Q Okay. So I understand -- well, what do
13 you understand the -- the conflict of interest that
14 you're referencing to Tanya Macrina, what do you
15 understand that conflict of interest to be, as she's
16 describing it?

17 A So, this one -- and -- and I think, as we
18 dug into this, again, going back through e-mails --
19 and -- and, again, this is not an uncommon
20 situation. We see this from time to time.
21 Contractors can play different roles. They can be
22 SETA contractors, like I mentioned, system
23 engineering technical advisory.

24 That's where they're actually advising
25 the government how to -- how to pursue programs,

1 what -- what technical solutions to pursue, one over
2 the other. They -- they can even be involved in
3 source selections. So that's -- that's a SETA
4 contractor.

5 Then you have your development
6 contractor. They're like the vendor. They're the
7 ones that are bidding on things. So we always have
8 to make sure that when we -- when a -- when an
9 external agency asks us to fund a -- asks -- asks if
10 they can fund a contractor or a subcontractor under
11 one of our contracts, we ask them what they're going
12 to be performing and it's -- many times, they say,
13 "Well, they're going to be giving us day-to-day
14 advice," and we say, "No, you can't do that because
15 they would be basically giving advice to you to fund
16 the contract that they're on."

17 Now, this takes it to a next level. This
18 is -- this individual appeared to be a US government
19 official at the National Security Agency who had --
20 according to what I'm reading here, if he had -- if
21 he had influence over how money was being allocated
22 to specific cyber solutions, he was working as a
23 subcontractor under one of the contracts that was
24 building one of the solutions, that would be a
25 really big problem.

1 I mean, that -- we can't -- we can't have
2 government people funding themselves or even in a
3 position where they can fund themselves with a
4 contractor hat on. So it looks like I was digging
5 into this, saying, "Is that the situation here?"

6 It did not appear as though it was, based
7 on the information that I was given. If you scroll
8 up, then we ended up getting a -- the response back
9 saying that, "We do believe that that is happening,"
10 so...

11 Q Sure. So let's unpack that a little bit.

12 Can you help me understand what AQL means
13 in your e-mail on 385?

14 A That's the Secretary of the Air Force
15 Office of Acquisitions for Special Programs.

16 Q Okay. And what information within this
17 e-mail chain led to you analyzing Dr. R's opinion
18 around advising AQL?

19 A I don't remember. There was probably a
20 phone call because I don't see -- I don't see AQL
21 earlier in the thread.

22 Q Okay. Do you -- can you tell us what
23 ACT 2 -- ACT 2 is?

24 A That's an IDIQ contract, indefinite
25 deliverable indefinite quantity contract, that AFRL

1 issued and was executing at the time. The -- the
2 task order at-hand was awarded to Global InfoTek.
3 And then it turns out that this -- this -- it looks
4 like this was subcontracted under that, but ACT 2 is
5 the name of the overarching IDIQ contract.

6 Q Okay. And do you recollect what
7 information you were operating on that indicated
8 that Dr. R may be related to the ACT 2 contract?

9 A Yes, I believe it was because we were
10 contacted by HNC and basically notifying us that,
11 "There might be something fishy going on here. I'm
12 not sure if you're aware of it," but -- and -- and
13 this is kind of weird to have a civilian government
14 employee also working as a contractor.

15 That is -- we see it with the reservists
16 all the time, but that's something that we've never
17 seen before. So I'm fairly certain that they called
18 us and notified us and we said, "Okay. We'll get
19 the professionals involved over here because we're
20 not experts."

21 So we have a general understanding of the
22 rules and regulations, as is provided to us in our
23 training and yearly refresher training, so that we
24 can pick out situations that look like, "Okay. We
25 might have an issue here," but, at that point, we

1 pushed them up the line to -- to legal office or the
2 policy office.

3 Q Okay. Do you recollect who contacted you
4 from HNC with respect to that information?

5 A I do not.

6 Q Okay. Let's see. So help me kind of,
7 in -- in maybe more plain language, understand why
8 you didn't see a conflict of interest in what is
9 described in this e-mail chain?

10 A Based on what I saw in the e-mail chain,
11 it did not appear as though Dr. Roysdon was in a
12 position at NSA where he had influence over funding
13 that could go to the specific project that he was
14 working as a subcontractor on.

15 My understanding, by looking at this
16 e-mail, is that -- yeah, my understanding by looking
17 at this e-mail was he was working in some complete
18 different area at the National Security Agency as
19 a -- as a civilian and he was -- he was wearing a
20 different hat in his subcontractor role.

21 So that's why I specifically wrote, I
22 think, "I'm still not seeing where a conflict of
23 interest lies on this one," but then I clarified
24 that, you know, if he's in the position to advise
25 AQL as -- as a government employee -- an NSA

1 employee to fund a program he's working as a
2 contractor on, that would be a conflict of interest.

3 So up to this point, I was -- it did not
4 appear to me that that was happening. Now, that
5 whole thing changed with the next e-mail that
6 Captain McVay said.

7 Q And how did it change?

8 A Well, the e-mail basically said -- well,
9 it does say, it says, "Tom, he was in multiple
10 meetings over the last year to influence the PEMS
11 funding decision where he stated that he was an" --
12 "an NSA employee, not a contractor." That's another
13 issue too because he'd be misrepresenting himself if
14 he's there as a contractor saying that he's there as
15 an NSA employee.

16 So that wasn't the concern, though. The
17 specific concern was that Captain McVay led me to
18 believe that he's personally seen this individual,
19 sitting in meetings, giving advice to PEMS, who are
20 the ones who move funding from the Pentagon onto
21 projects, you know, and it's with a subcontractor
22 hat on and claiming that he was -- he was doing it
23 as an NSA employee, specifically related to the
24 tasking that he was doing. So that -- that is what
25 caused an issue.

1 Q Okay. And what is a PEM?

2 A Program element monitor. They sit above
3 the program managers. Program managers usually sit
4 in an agency. PEMs, at least in the Air Force, sit
5 at the Pentagon. They are in charge of advocating
6 the program to the -- to the higher-ups, the Office
7 of the Secretary of Defense, the -- also the
8 other -- other personnel within -- within the Air
9 Force, Secretary of the Air Force, and it's their
10 job to monitor expenditures, things of that nature.

11 In this particular case, I believe that
12 the PEM at AQL also had some program management
13 responsibilities. So, typically, the PEMs that I
14 work with, they just make sure that the money moves
15 and that we get the congressional justifications
16 that we need in on time.

17 My understanding is, like I said, I -- I
18 think this particular PEM is a little bit more
19 hands-on, working with different agencies to
20 determine how the funds are going to get doled out.

21 Q Okay. And do you know who this PEM was
22 that he's referencing?

23 A If -- I -- I think it was Danny Burgard
24 [phonetic], but it's five years ago. So I don't
25 know if he was in that position at the time or not.

1 Q Would you happen to know any other names
2 in that time period if it's not Danny Burgard, who
3 would have been the PEM?

4 A No, I didn't -- I never worked very
5 closely with AQL. I worked closely with AQI, which
6 is the Acquisition Office for Information Dominance.
7 So the AQL was -- was kind of a whole 'nother group
8 of people outside of my purview.

9 Q Okay. In the event of a hypothetical
10 where Dr. Roysdon advises on funding decisions
11 around other programs not including ACT 2, would you
12 see a conflict of interest?

13 MR. GREEN: Objection to form.

14 A Yeah, I'm not going to -- I -- I don't
15 want to -- I can give you an answer. I'm not going
16 to answer a hypothetical, but I still can answer
17 your question. If Dr. Roysdon was doing any kind of
18 advising underneath our ACT 2 contract as a
19 subcontractor, he should not have been because
20 that's outside of scope of the contract.

21 The scope of that contract is to develop
22 technology, it's to write code and things of that
23 nature. It's not what we call A&AS, administrative
24 and advisory services contract. That's outside the
25 scope of the contract. So, again, it's not a

1 hypothetical. That's just the rule.

2 Q So I just want to understand the limits
3 of the -- the conflict of interest and, you know, as
4 you viewed it and how it changed. So as I'm
5 understanding this e-mail, the -- it's the -- the
6 problem is that Dr. Roysdon was under the AC 2 --
7 ACT 2 contract; is that right?

8 A The problem -- the problem that we were
9 trying to -- what we were trying to discover,
10 whether or not it was a problem, was threefold. It
11 was, A, he's an NSA employee and is he using his
12 government influence as an NSA employee to steer
13 money over to basically his own LLC through --
14 through a subcontract. That was the first thing
15 that we wanted to make sure was not happening.

16 The second thing we wanted to make sure
17 was not happening is if he is providing advice to
18 PEMs in this -- in these meetings, like Captain
19 McVay said, he should not have been because that's
20 outside of scope of the contract. We pay them to
21 develop software, not to attend meetings and try to
22 influence Pentagon level officials. So that would
23 have been outside of scope and, also, would have had
24 the conflict of interest of him, once again,
25 providing advice to somebody outside of -- outside

1 the scope of his contract to basically further his
2 own contract. So that -- that's the concern that we
3 were trying to uncover.

4 And, initially, from going through this
5 e-mail, it didn't look like there was -- it looked
6 like that there were enough barriers in between that
7 it wasn't too much of an issue until, you now,
8 Captain McVay chimed in and said what he -- what he
9 said in the e-mail, that this -- this, in fact, is
10 happening, there's advisory services being -- being
11 provided.

12 Q Okay. So help me understand then why are
13 we referencing -- or why are you referencing ACT 2
14 specifically?

15 A Let's see what -- in his job with NSA,
16 was he ever in a position to fund or influence
17 funding that could be obligated to the ACT 2
18 contract -- that -- I -- I -- I don't know how to
19 explain it more clearly than -- that what I have,
20 but the question is, you know, verbatim, what I
21 wrote. In his job with NSA, was he ever in a
22 position to [audio disruption] ACT 2 contract -- he
23 was a [audio disruption] -- the answer was yes to
24 that. Then we got -- we have a conflict of interest
25 [audio disruption] --

1 THE VIDEOGRAPHER: Guys, I'm losing the
2 witness. I think he's --

3 MR. WAREHAM: So am I.

4 THE VIDEOGRAPHER: Okay. It looks like,
5 from what I see, that he's missing bandwidth
6 sometime and I'm not sure why.

7 MR. WAREHAM: Okay. Mr. Parisi,
8 you're -- you're occasionally dropping out on -- on
9 some bandwidth that's affecting your transmission
10 here. I don't know if there's anything you can do
11 that would improve it?

12 THE DEPONENT: Yeah, I can try to see if
13 I can get on the visitor net here.

14 MR. WAREHAM: Here, I think we should --
15 we're -- we're past an hour anyway. Let's briefly
16 take a 10-minute, if there's no objection, and we
17 can figure that piece out.

18 MR. GREEN: No objection. I think that's
19 fine.

20 MR. WAREHAM: Great.

21 THE VIDEOGRAPHER: The time is 11:26. We
22 are going off the record.

23 (A break was held off the record from
24 11:26 a.m. to 11:40 a.m.)

25 THE VIDEOGRAPHER: The time is 11:40. We

1 are back on the record.

2 Q (By Mr. Wareham) So you were giving --
3 the answer that we lost is essentially related to,
4 you know, why were you describing ACT 2 here.

5 Can you give that answer again?

6 A So, yeah, I said -- I -- I was trying to
7 whittle down the situation and determine what
8 situation we were in and what the repercussions
9 would be or the results of ways forward. So,
10 specifically, I wrote, "In his job with NSA, was he
11 ever in a position to be" -- or, "to fund or
12 influence funding that could be obligated to the
13 ACT 2 contract?"

14 He was working as a subcontractor under
15 the ACT 2 contract. So if, in any capacity,
16 whatsoever, government, contractor, whomever, if he
17 was in a position where he could influence the --
18 and control the obligation of money to that
19 contract, he would be funding himself.

20 So that -- that is why -- I said he --
21 you know, he shouldn't be on the ACT 2 contract at
22 all if he's in a position as a government person
23 where he can send us money for that contract.

24 Q Understood. Do you happen to know what
25 projects at Air Force Life Cycle Management Center

1 specifically related to the ACT 2 contract?

2 MR. GREEN: Object to the extent that
3 calls for a discussion of national security
4 information.

5 MR. WAREHAM: Mr. Green, we haven't
6 really had this record before. Are you asserting
7 the state secrets privilege?

8 MR. GREEN: To the extent the question
9 would implicate classified information. I'm not
10 sure it does and I don't think you intended it to.

11 Q (By Mr. Wareham) Okay. All right.
12 Great. To the extent that it doesn't involve state
13 secret privilege, could you answer that question?

14 A What was the question again?

15 Q Do you know what projects at Air Force
16 Life Cycle Management Center, at the time, related
17 to the ACT 2 contract?

18 A No, not off the top -- not anything that
19 I can discuss.

20 Q Okay.

21 A No, and --

22 Q Go ahead.

23 A -- I'm not 100 percent sure. There could
24 have been one or two unclassified contracts that
25 were being worked, but for the most part, the -- the

1 work being done was classified.

2 Q Thank you. So the phrase in that e-mail
3 on -- that we've been discussing, which is
4 Bates 385, "Who he identified as has no bearing on
5 this whatsoever." What does that mean?

6 A Okay. I don't see it -- where I said
7 that. I'm not seeing where it says that.

8 Q Oh. Sorry. At the top on -- of -- of
9 385, e-mail from you at 6:23:27 p.m., the time of
10 the e-mail, the final sentence --

11 A Okay.

12 Q -- "Who he identified as has no bearing
13 on this whatsoever."

14 A "If he was in a position as a government
15 person to influence funding for obligation to ACT 2,
16 he should not have been working under ACT 2 at all.
17 Who he identified as has no bearing on this
18 whatsoever." So the point that I was making there
19 is this started as a concern amongst some coworkers
20 about where he got his security clearance from and
21 whether he should have been using his security
22 clearance for one role versus the other.

23 And I said, "We've got a more serious
24 issue here, if it's" -- "if it's indeed the case."
25 So we got into the conflict of interest thing and

1 that's basically when I said it doesn't matter if --
2 if he's in a position, as a government employee, to
3 influence funding that's going to the contract that
4 he's a sub under, he should not be working under
5 that contract. It doesn't matter if he says that
6 he's identifying as a contractor that's -- that's
7 providing some kind of advisory services. And let
8 me rephrase that.

9 Again, if he -- if he was in a position
10 as a government person to fund the contract that
11 he's working on with his own government authority,
12 to put money into his own pocket is what I meant by
13 that, we don't even need to have the discussion of
14 who he's identifying as at any particular moment.
15 You can't be in a situation where he is a government
16 employee, you use your federal authority to
17 basically give yourself money.

18 Q And to your recollection, did you have
19 any facts besides this e-mail that led you to
20 believe that he was -- that Dr. Roysdon was
21 impacting funding improperly?

22 A I don't know. There could've been other
23 e-mails. However, this -- at this point, and I
24 think that you've seen in other e-mails, we got to
25 the point where it's, "Okay. Well, we're getting a

1 couple of different stories here and there's a shade
2 of grey and it's time now for our procurement
3 attorney to" -- "to get involved and to take a look
4 at this," because it's -- it's risen to the point
5 where it's outside of our -- our level of expertise
6 as program managers to -- to jump into.

7 So -- and I believe the other e-mails you
8 see, that's exactly what we did, is we ended up
9 going to Mr. Bill Whitman, our acquisition attorney,
10 and he -- he took it over from there.

11 Q Okay. And we'll get to that next step in
12 a second. I wanted to go back. So at the bottom of
13 this e-mail chain, starting at, "All," is --
14 specifically, the text is on 386, Captain McVay
15 says, "Here's a copy of letter on NIPR."

16 Do you see that?

17 A Yes, I did see that.

18 Q Okay. I'm going to be dropping -- or
19 Rebecca will drop what has been previously provided
20 to us as Bates 424 into the chat window here and
21 that will be the next exhibit in order, which is
22 Exhibit 4, I believe.

23 (Exhibit 4 was marked.)

24 Q All right. Would you mind downloading
25 that and reviewing it locally, like we've done

1 previously, so we can talk about it?

2 A Sure. Okay. Let's see here. Okay.

3 I've read it.

4 Q All right. Do you recollect whether or
5 not this letter was the letter that was forwarded as
6 the start of that chain?

7 A I don't.

8 Q Do you recall ever seeing this letter
9 before?

10 A I don't recall seeing this letter, no.

11 Q Okay. Did the information contained in
12 that letter inform anything that you were just
13 discussing with respect to the conflict of interest
14 you described?

15 A Well, it certainly appears as though
16 within -- within the opinion of the Life Cycle
17 Management Center, that a conflict of interest
18 existed. That didn't influence anything that -- at
19 this point, I believe, this was all forwarded up to
20 our -- to our legal office to -- to take a look at.
21 So other -- other than passing it along to legal,
22 this -- this didn't result in any action on our
23 behalf.

24 MR. WAREHAM: Okay. Rebecca, going to
25 388, e-mail set, if we could drop that in for him to

1 be able to review, and this will be Exhibit 5.

2 (Exhibit 5 was marked.)

3 Q All right. And if you wouldn't mind
4 downloading that, sir, and reviewing it locally and
5 letting us know when you're done.

6 A Yep. Okay. I read this and I've...

7 Q Do you recall -- do you recall receiving
8 this?

9 A I don't recall receiving it, but I have
10 written many e-mails to this extent where a -- one
11 of our government customers, employees, et cetera,
12 you know, they're not happy with something and they
13 come across and, you know, go overboard by saying
14 things along the lines of, you know, "They're" --
15 "they're not working the amount of hours they're
16 charging," or, "They're working for two different
17 organizations at the same time, one of them being a
18 government."

19 And I always tell them, "Whoa. Back up a
20 minute because I don't think you realize the
21 seriousness of what you're saying. So, basically,
22 you're accusing them of felony fraud and, at this
23 point, if we think that's true, I have to go over to
24 our Office of Special Investigations and report it
25 to one of our special agents to investigate. So

1 you'd better be darn sure that you really mean what
2 you're saying if that's" -- and most of the time,
3 they come back and say, "Well, I guess we didn't
4 really know for sure. We were just assuming that."
5 So that is the reason for my tone in the e-mail.

6 Q Okay. And -- well, help me understand a
7 little more common language. What is -- what is the
8 problem that Captain McVay is explaining to you with
9 respect to receiving government pay while acting as
10 a subcontractor?

11 A Well, my understanding is he is -- the --
12 the insinuation, the way that I interpreted it, was
13 he was basically charging time to the government for
14 work that he was not doing to the government for the
15 government because he was working as a subcontractor
16 and for his own personal company. That's the way
17 that I interpreted what he was saying.

18 And, again, I told him, "You'd better
19 make darn sure this is true because if it is, an
20 investigation is going to pursue. We don't take
21 fraud lightly." So that was my understanding of --
22 of what he said in the e-mail below.

23 Q And do you know this to be your e-mail
24 response that you sent?

25 A Yes.

1 Q When he is discussing in his -- in his
2 middle portion of his e-mail that, "I'll have to
3 tell you about on another network."

4 What networks is -- are -- is he
5 describing?

6 A He's describing a classified network. It
7 could be one of many.

8 Q So long as the answer is unclassified,
9 can you please describe what networks were involved
10 in your communications with Captain McVay?

11 A Probably -- most likely JWICS, Joint
12 Worldwide Intelligence Communication System, and/or
13 top secret VoIP phone, voiceover IP. Those are
14 typically -- unless we have to go even higher than
15 that, those are typically the easiest for everybody
16 to access and we -- that -- that's usually what --
17 what we tend to -- when we go to the high-side,
18 those are usually the networks that we use.

19 Q Are there any other networks besides
20 those that you interacted with Captain McVay on?

21 A I don't believe so.

22 Q Do you -- do you know the term SIPR?

23 A I do.

24 Q All right. Did you ever, to your
25 recollection, interact with Captain McVay on SIPR?

1 A No.

2 Q Okay.

3 A I'm not -- I don't have a SIPR account.

4 Q Okay.

5 A I find that anything -- anything I can do
6 on SIPR, I can do on JWICS and JWICS is much more
7 user-friendly. So that's why we tend to just go
8 straight to the TS/SCI level.

9 Q Not disclosing what those communications
10 are, when you say anything you can do on SIPR, you
11 can do on JWICS, what does that mean?

12 A The information that is -- the -- the
13 highest level -- security level of information that
14 you can -- you can put on a SIPRNet is secret. With
15 JWICS, you -- you can put -- you can still
16 communicate at the secret level, but you can also
17 communicate at the top secret level, as well as
18 several different special compartmented information
19 compartments.

20 So, typically, again, if we're going to
21 have a classified discussion, even if it's at the
22 secret level, we'll usually take it to JWICS. It's
23 easier to use, it's more user-friendly, and if
24 somebody needs to respond with something that is a
25 higher level, that's not an issue.

1 Q Okay. If I'm understanding you
2 correctly, and correct me if I'm wrong, you will --
3 you would communicate secret level information on a
4 higher level JWICS network; is that right?

5 A I have done that, that -- that is
6 correct.

7 Q Did you ever include any unclassified
8 information on a JWICS network?

9 A Well, yes, there is -- we -- we portion
10 mark e-mails on -- on JWICS. So every single
11 paragraph has a letter in parentheses before it
12 which says what the classification level of that
13 specific paragraph is and there is usually a couple
14 of them that have a "U" in front of them. Sometimes
15 it's, "Long time," you know, "need to catch up
16 sometime. Hope everything is well," with "U" --
17 with a "U."

18 And then the next one will have, you
19 know, a "TS" or an "S" and, "I need to know the
20 specific information about this effort you're
21 working because we've run into a roadblock here."

22 So, yes, there's -- there's always
23 unclassified information intermixed with classified,
24 but usually it's not relevant because it's much
25 easier to access unclassified information on what we

1 call the low side, the NIPRNet network.

2 So if we're going to get into -- usually
3 specifics about funding, about forms, about
4 schedules, things of that nature that are not
5 classified, we usually do that on -- on NIPR. So
6 if -- if we're on JWICS, we're on there for a
7 reason.

8 Q All right. And, so, if I'm
9 understanding, kind of what you just said, is -- is,
10 at times, on JWICS, there will even be informal
11 communications, like, "We should hang out
12 sometime" -- or -- or I don't want to put words in
13 your mouth, but how you were describing that, just
14 informal communications?

15 MR. GREEN: Object to form.

16 A So just, again, a salutation, you know,
17 making small talk. We all work together in the same
18 community and sometimes, you know, we haven't seen
19 each other in months and rather than just jump in
20 and say, "I want something from you," the polite
21 thing to do is say, "Hey, hope all is well," you
22 know, wherever, "all is" -- "all is going great
23 here. I've got a question for you," and then the
24 next paragraph will start with the -- with the
25 actual classified information. I mean, it's just

1 common courtesy, in my mind.

2 Q Yeah, of course. To your recollection,
3 with respect to this case, have you been asked to
4 search any of your communications on JWICS?

5 A I have not specifically been asked to --
6 to search communications on JWICS, no.

7 MR. WAREHAM: Okay. Let's go to 395,
8 Rebecca, if you'll drop that in, please. This will
9 be Exhibit 6.

10 (Exhibit 6 was marked.)

11 Q All right. Would you mind downloading
12 that again and reviewing and let me know when you're
13 done.

14 A Okay. So I already read that one. Well,
15 I can try to get into the SSO to see if there's a
16 phone available before -- I'll leave today or
17 tomorrow. Okay. So it looks like Tanya had a phone
18 call with him. Tanya, yeah, if you could, that
19 would be great. Hi, Will. Did you send along the
20 memo? Okay.

21 Q Do you have any recollection of what memo
22 Tanya is discussing here?

23 A I don't have any recollection, no.

24 Q All right.

25 A I'm -- I'm -- I'm assuming that -- that

1 he -- he's referring to the memo for record that --
2 that you just showed me as one of the exhibits.

3 Q But you don't have any actual knowledge
4 of that?

5 A No, I don't.

6 MR. WAREHAM: Going to 400, Rebecca, if
7 you can do the same process. This will be
8 Exhibit 7.

9 (Exhibit 7 was marked.)

10 Q So if I'm not -- oh. Sorry. I don't
11 mean to jump the gun if you're not done.

12 A I'm reading Bill's response right now.

13 Q Okay. Go ahead.

14 A An employee has an official
15 responsibility to a program to -- okay. I read it.

16 Q All right. So who is Mr. Whitman?

17 A Mr. Whitman was our Acquisition Attorney
18 for Air Force Research Lab Information Director at
19 the time.

20 Q Did you recall -- well, actually, is your
21 name on any of the e-mails on 401 or 402?

22 A Yes.

23 Q Do you recall receiving these?

24 A No, no, in fairness, I -- I receive about
25 300 e-mails a day and respond to usually about 100

1 of them. This was five years ago. So, I mean,
2 it's -- I -- I couldn't tell you some of the
3 e-mails, you know, from -- from a week ago, you
4 know, after I -- because I -- I did more than a
5 1,000, so...

6 Q Completely understand. I -- I live that
7 life as well. So to be clear, when you've
8 discussed, "We need" -- previously -- and -- and --
9 and I'm not putting words in your mouth, but when we
10 discussed previously in this deposition, you said,
11 "We need to elevate this to our attorney," is this
12 Mr. Whitman that you were referring to?

13 A Yes.

14 Q Okay. And if I'm not mistaken, he takes
15 the position that, while ugly, that it's not a
16 problem contractually?

17 A That -- that's the way that I read it
18 too --

19 Q Okay.

20 A -- which is why AFRL took no action on
21 this.

22 Q All right. And to be clear, "no action,"
23 can you describe that a bit more, like what you mean
24 by that phrase?

25 A Well, we did not involve the -- we did

1 not involve the contracting officer, we did not
2 request any kind of formal correspondence to be
3 contractually sent to the company, and we did not
4 request any reprimand.

5 We certainly did not insinuate that the
6 company, either directly or indirectly, that they
7 should terminate the subcontract. We took our
8 attorney's advice and we said, "Okay. We'll keep
9 you up to date with what's going on and, in the
10 meantime, we're going to tell our colleagues at LCMC
11 that things appear to be on the up and up here,
12 according to our acquisition attorney."

13 Q And to your recollection, did you take --
14 did Air Force Research Laboratory recommend any
15 actions to debar Dr. Roysdon?

16 A Absolutely not.

17 MR. WAREHAM: All right. Let's --
18 Rebecca, let's go to 409, which will be Exhibit 7.
19 Same process, if you will.

20 MR. GREEN: Jason, would it be Exhibit 7
21 or would it be Exhibit 8?

22 MR. WAREHAM: Oh. It might be 8. Did I
23 say 7 last time, Mr. Green?

24 MR. GREEN: I was tracking the -- this
25 document, 400, was Exhibit 7.

1 MR. WAREHAM: Okay. Great. Then next in
2 order -- so Exhibit 8. Thanks for catching that.

3 (Exhibit 8 was marked.)

4 A Okay. I read through it.

5 Q (By Mr. Wareham) All right. And we --
6 we probably know why, but do you recollect receiving
7 any of these e-mails?

8 A No.

9 Q All right. Your name is on them, though?

10 A Yes, my name is on them.

11 Q Okay. So in the top of this e-mail, from
12 Captain McVay, can you help me understand what
13 "split his time card" would mean?

14 MR. GREEN: Object to form.

15 Q Or, actually, do you know what "split his
16 time card" means?

17 A No, I don't. It would be conjecture.
18 I -- I would have to make an assumption.

19 MR. WAREHAM: All right. Fair enough.
20 All right. All right. Go to 418, if you would,
21 Rebecca, please. This would be Exhibit 9. Same
22 process, please.

23 (Exhibit 9 was marked.)

24 A Okay. I just -- I read through it. I --
25 I think that this is the same one we already read

1 through, but...

2 Q Yeah, some of it's duplicated, and I
3 apologize, but then they -- they split off to other
4 chains. So I'm just -- on 418, Tanya is describing
5 going into the SSO. Can you describe what that is?

6 A Special Security Office. It's a SCIF,
7 which SCIF stands for -- S-C-I-F -- stands for
8 Sensitive Compartmented Information Facility.
9 You -- we've been hearing about them on the news a
10 lot lately. We -- we refer to ours as our Special
11 Security Office.

12 Q Okay. And can you tell me why Tanya
13 would go in there to discuss this?

14 A Because Captain McVay specifically asked
15 her below, "If you're available to talk on a
16 high-side phone today, that'd be preferred." A
17 high-side phone means a classified -- the phone we
18 can talk classified on. So that's why she would go
19 into the -- the SSO to talk on the phone because he
20 specifically requested her to and I was on leave,
21 apparently.

22 MR. WAREHAM: Okay. Let's go to -- or,
23 Rebecca, let's go to the one we are identifying as
24 non-DoD source in our list. Rebecca, I don't know
25 that it has a Bates stamp. All right. And can we

1 go through -- this will be -- so I apologize for a
2 lack of Bates number, Mr. Green. I can identify it
3 as -- for -- for our record as a Monday, August 24,
4 2020, e-mail at 1:52 p.m. This would be Exhibit 10.
5 If there is one, we couldn't find one with a Bates
6 stamp. If there is a Bates stamp to substitute
7 later, to clarify on the record, then I'm happy to
8 figure that out, but --

9 MR. GREEN: Yeah, I believe there is. I
10 don't know it offhand.

11 (Exhibit 10 was marked.)

12 Q (By Mr. Wareham) Okay. If you wouldn't
13 mind reviewing Exhibit 10, please.

14 A Okay.

15 Q Do you -- is your name on this e-mail?

16 A Yes.

17 Q Do you recollect receiving this e-mail?

18 A No.

19 Q Can you help me understand what T&M and
20 FFP means?

21 A Time and materials or firm fixed price.

22 Q All right. Can you describe the
23 differences of those terms?

24 A Typically -- so time and materials is
25 exactly what it sounds like; the government and a

1 performer agree ahead of time that the government
2 will pay for the number of hours that a contractor
3 puts into the work, as well as any materials that
4 the -- that the contractor has to purchase in order
5 to make that happen or as a firm fixed price is more
6 like you or me going out and buying a car.

7 We go -- when we buy a car, they tell us
8 the car is \$50,000; the car is \$50,000. You get the
9 car. It doesn't matter how many hours went into it.
10 So that's -- that's the difference, is are we --
11 were we buying a set -- almost like item, even if
12 that item is -- is some kind of a service or are
13 we -- or are we paying per hour for him. That's
14 what she's asking.

15 Q And can you -- do you know why she was
16 requesting the amount of funding that was submitted
17 under the T&M or FFP?

18 A I do not.

19 Q And do you know who -- and I'm going to
20 be terrible with his name -- Jayachandran is?

21 A I know Jayachandran, yes.

22 Q And how do you know him?

23 A He was the chief operating officer of
24 Global InfoTek at the time and was my main POC there
25 whenever I had any issues with -- well, I shouldn't

1 say issues -- for matters dealing with the contract.

2 Q Okay. All right. Thanks for that.

3 Let's go --

4 MR. GREEN: And just, for the record,
5 Exhibit 10 can also be identified with Bates number
6 US 706 to 07. I can drop a Bates-numbered version
7 in the chat if we want to just use that one?

8 MR. WAREHAM: Yeah, that's great. That's
9 fantastic. Thank you very much.

10 Q (By Mr. Wareham) And just to close the
11 loop on the record, Mr. Parisi, when he drops it
12 into chat, if you'll just confirm that this is the
13 same document we were just referencing so we can
14 close that -- that loop?

15 A Okay. Yes, it's the same document.

16 MR. WAREHAM: Okay. Great. All right.
17 Rebecca, moving to 581, which will be our
18 Exhibit 11.

19 (Exhibit 11 was marked.)

20 Q If you'd please review that, sir. I
21 appreciate it.

22 A Okay.

23 Q All right. So I apologize in advance.
24 There's a lot of kind of dense information in here
25 that I'm hoping you can help me understand. Going

1 to Bates 588, an e-mail from Captain McVay to you
2 and to Tanya, subject is SETA Funding.

3 Can you tell me what SETA funding is?

4 A A SETA contractor is a systems
5 engineering and technical advisory contractor that
6 would be performing under what we would call an A&AS
7 contract, which is administrative and advisory
8 support. That's -- basically, they're -- they're
9 there to help the government do a job.

10 In fact, in the -- to make a comparison,
11 in the legal world, I would compare them to a
12 paralegal where the government program manager is
13 out making the decisions, working with people,
14 coming up with strategy, but everything is being
15 documented and filed and taken care of by the SETA,
16 back in -- back in the office. So that's what a
17 SETA is. And it's outside of scope of the ACT 2
18 contract, which we went through in this e-mail
19 chain.

20 Q Okay. So can you -- and you're kind of
21 on your way there -- help me understand what it
22 means when Captain McVay says, "I'm sending 300k,
23 FY 20 funds for SETA support to ACT 2 excalibur and
24 mercury." Do you know what that means?

25 A Yes, ACT 2 is the umbrella IDIQ contract.

1 There were two task orders under it; one named
2 excalibur and another called -- named mercury. It
3 sounds like he wanted to fund both of those task
4 orders and he specifically said for SETA support,
5 which I came back with one sentence and said, "It's
6 not within scope." So that started up the whole
7 rest of the conversation there.

8 Q And are you able to say further what
9 excalibur or mercury was?

10 A Yeah, they were both -- their task order
11 is more on the cyber defensive side to help protect
12 military networks from incoming hacking attacks,
13 also to bring together multiple different --
14 different tools that -- that have been developed by
15 AFRL and some of our research partners into the
16 overall systems, basically. That -- that would --
17 that's the gist of -- of those -- those two.

18 Q Do you know -- happen to know who was
19 working on excalibur?

20 A What do you mean "working on"? Do you
21 mean as a contractor/performer or --

22 Q Like who was managing that program?

23 A Myself and Tanya were split duties,
24 managing all task orders under ACT 2.

25 Q Was Captain McVay involved with either of

1 those programs, inside of this e-mail, but like
2 in -- in its execution?

3 A No, other than sending money and saying
4 that he needed some support. He was not -- now, we
5 may have considered him a technical point of contact
6 or a local point of contact. Sometimes in San
7 Antonio, particularly with security people, when a
8 contractor shows up and they say, "Who is your
9 government point of contact," and it turns out that
10 we're on the other side of the country, they're
11 like, "No, you need to have somebody here that's
12 your point of contact."

13 So there may -- we may have issued him a
14 letter saying that he was -- he was the on-site
15 technical point of contact for, you know, this 300k.
16 we may have issued that. We may have not. I'm not
17 sure.

18 Q Do you happen to know if excalibur or
19 mercury involved any of Dr. Roysdon's work as a
20 contractor?

21 A I do not.

22 Q Can you tell me what MIPRs mean on
23 Page 587?

24 A MIPR stands for a military
25 interdepartmental purchase request. It's similar to

1 you or I writing a check. Basically an agency that
2 wants -- that wants services from AFRL, typically
3 under one of our contracts, we'll send a form with
4 an accounting code on it and also some other
5 information regarding the dates it's to be expended
6 and what it's to be expended for, and we'll receive
7 that, and then we go ahead and withdraw those funds.

8 My -- my finance shop withdraws those
9 funds from the appropriate account that's -- that's
10 annotated on the -- on the MIPR so that we can put
11 them against the contract. And when I say withdraw
12 the funds, I don't literally mean take out, you
13 know, dollar bills. They reserve -- they reserve
14 funds out of that account for obligation.

15 So -- but anytime money changes hands,
16 some kind of documentation -- between agencies, some
17 kind of documentation has to happen and the most
18 common type is the MIPR, military interdepartmental
19 purchase request.

20 Q So let's go to another portion. On --
21 I'm just trying to have a clear understanding. On
22 586, you know, in the phrase with Dan Brown, "Do not
23 reject the MIPR. Funding is for SME."

24 Can -- can you give me a higher level
25 understanding of -- of to what they're really

1 discussing here, what this means?

2 A So a technical SME, or subject matter
3 expert, is within scope of a development project.
4 That would typically be like the chief engineer on a
5 project or the chief scientist or somebody who is
6 brought in that is a highly special -- specialized
7 in the area to help guide the research or to provide
8 advice about the research and development that's
9 being done.

10 That is considered within scope and
11 that's best practice when doing research and
12 development versus, like I said, SETA, which is
13 pretty much doing contracting type paperwork usually
14 and -- and -- and coming up with acquisition plans
15 and advising as to which direction programs should
16 go. So they're -- they're two totally different
17 things and it looks -- it looks like here they were
18 using the terms interchangeably and -- and we, at
19 AFRL, we're not -- we're not having that, so...

20 Q Okay. So taking what you just described
21 up to 585, the e-mail from Captain McVay that starts
22 with, "I was corrected by Dan," can you help me
23 understand what this e-mail means?

24 MR. GREEN: Object to form.

25 A The way that I interpreted it was it

1 looks like Captain McVay was working the
2 administrative side of this and Dan Brown was
3 working the technical side of this.

4 So in whatever book Will McVay was
5 reading, somebody had mislabeled this as SETA. So
6 then he went to Dan and said, you know, "What's
7 going on with this?" And Dan, being more of the --
8 on the technical side, explained to him that it's
9 not a SETA, it's a SME. That's my understanding of
10 what happened in this e-mail.

11 Q As to this sentence, "Dan would like to
12 put the funding on the excalibur vehicle to pay for
13 Roysdon and support to FIB."

14 Do you know what that sentence means?

15 A At the time, I think the excalibur task
16 order was the only one that was available for use to
17 them and there's a program called -- there's a
18 classified program named Fibonacci that it looks
19 like Dan wanted to -- Dr. Roysdon to work under the
20 excalibur effort.

21 So it's just asking, "Hey, can you get
22 funds on the contract so that we could try to make
23 this happen?" Now, I'm assuming, again, that there
24 was a conversation between Dan and Global InfoTek
25 that -- that they were looking to bring on

1 Dr. Roysdon as a subcontractor, otherwise I'm not
2 sure why he would automatically jump to the
3 conclusion that that's who Global InfoTek is going
4 to hire as SME for him -- or subcontract, I should
5 say, not hire.

6 Q And I want to understand that last phrase
7 you just gave a little better. When you say, "I'm
8 not" -- and I don't mean to put words in your mouth,
9 but as I heard it, "I'm not sure why if Dr. Roysdon
10 wasn't already identified, he would be talking about
11 Dr. Roysdon."

12 Can you understand -- or can you explain
13 to me what you mean -- meant by what you said
14 related to that?

15 MR. GREEN: I'll -- I'll object to
16 form --

17 MR. WAREHAM: Yeah, it's not a great
18 question.

19 MR. GREEN: -- calling for speculation or
20 calling him to testify about --

21 MR. WAREHAM: Speculation is improper,
22 but I'm asking him to explain his -- his -- his
23 statement related to that.

24 Q (By Mr. Wareham) So can you -- the last
25 sentence that you said, can you explain that?

1 A Dr. Roysdon was not an employee of Global
2 InfoTek and the contract that Dan requested the
3 money be put onto was Global InfoTek. So in order
4 for Dr. Roysdon to be in the picture at all, either
5 Global InfoTek had already issued a subcontract to
6 him, which they very well may have, or there was a
7 discussion between Dan and Global InfoTek regarding
8 this particular subject matter expert and whether or
9 not Global InfoTek had intended on subcontracting to
10 him.

11 Otherwise, Dr. Roysdon has nothing to do
12 with excalibur, unless, somehow, there was
13 already -- there was already either a subcontract
14 relationship in place or there was a sub -- a
15 planned subcontracting relationship to be put in
16 place.

17 Q Okay. So going to the top of 584,
18 leading from the bottom of 583, it appears to be an
19 e-mail from John Marks.

20 Can you help me understand better what
21 the second paragraph starting with, "Captain McVay
22 assured me," means?

23 MR. GREEN: Object to form.

24 A That is -- John Marks, I believe -- John
25 Marks, being our AFRL boots on the ground there, it

1 looks like he went over to try to figure out the
2 ground -- truth of what was actually going on. And
3 in Paragraph Number 2, he's describing all of the
4 things that SETA contractors do and assuring Tanya
5 and I that those will not be executed under the
6 ACT 2 contract.

7 So it will be a SME position, which is
8 appropriate, versus a SETA position, which is not
9 appropriate. And, also, there's verbiage in there
10 about developing program plans and things of that
11 nature, basically having influence over funding and
12 projects.

13 So that's why we decided to -- after we
14 had our own AFRL person dig into it, it looks like,
15 as I'm going back up through these e-mails, we said,
16 "Okay," you know, "our guy said" -- "said he looked
17 into it. It's all good. They were using the wrong
18 word. That happens all the time. So I think from
19 that point forward, we just move forward with it."

20 Q Okay. Do you know who the individual
21 mentioned in this e-mail was?

22 A And --

23 Q -- on-site individual won't perform.

24 A I -- I don't know.

25 Q Okay.

1 A So, obviously, I have a feeling I know,
2 but I don't know.

3 Q All right. Let's see if there's any
4 other portion of this. At the very, very top, your
5 e-mail kind of closes it out, as of -- on Page 581.

6 Do you know what the phrase "all CAT 2"
7 means?

8 A Yeah, that's, again, slang for military
9 interdepartmental purchase requests forms format.
10 CAT 2 stands for Category 2. There's a couple of
11 different categories that you -- that -- that
12 agencies can send each other funding with; one is
13 considered reimbursable, another is considered
14 non-reimbursable.

15 But for the purposes of this contract,
16 Category 2 funds go directly on a contract, whereas
17 Category 1 funds go to -- can be used for other
18 things around the agency, for government employee
19 salary, for travel, for purchasing materials that --
20 that may need be needed for the project.

21 So this particular one, probably because
22 of the time of the fiscal year it was, we just -- we
23 said, "All right. We'll just put your whole" --
24 "the whole chunk on" --

25 Q Okay.

1 A -- "on contract." Yeah, and I see that
2 there was two different contracts that we -- we put
3 it on. So the first contract is the excalibur,
4 the -- the -- the umbrella -- umbrella contract for
5 excalibur.

6 And then the second, which should have
7 been about 3 percent or so, is for our SETA contract
8 because we need to pay the people that we have here
9 in the office that are managing all the paperwork
10 behind the scenes. So AFRL tends to recalculate a
11 cost of doing business support --

12 Q Understood.

13 A -- basically, yeah.

14 Q Okay. So believe it or not, we've --
15 we've come to the end of these e-mails.

16 Were all of those e-mails kept in your
17 regular course of conducting business for the Air
18 Force?

19 A Can you rephrase the question?

20 Q Sure. So those e-mails, were they
21 business records?

22 A My understanding is all e-mails are
23 business records, so I would say yes.

24 Q All right. And --

25 A Oh. Government -- all -- all e-mails

1 originating from a government account --
2 particularly if they're originating from a
3 government account, being sent to a government
4 account, so, yes, and they are stored on servers.

5 Q And did they reasonably describe the --
6 like business you conducted for Air Force Research
7 Laboratories?

8 MR. GREEN: Object to form.

9 A I -- I don't -- didn't -- I don't
10 understand the --

11 Q Yeah, it's a lawyer question. So, you
12 know, the e-mails, those regarded your work duties
13 at the -- at your agency, yes?

14 A Yes.

15 Q Okay. One clarification. Early on in
16 this, you said you had a number of personal text
17 messages with, now, Major McVay.

18 Do you recall describing that?

19 A Yes, I -- as I -- as I mentioned, we
20 were -- we were friends. I mean, we still -- we
21 still are friends and for -- if I was in the
22 neighborhood in San Antonio or in Washington or
23 wherever he happened to be stationed, you know, I
24 text him and say, "Hey, do you want to grab a bite
25 to eat tonight or something? I haven't seen you in

1 a while."

2 Those are -- I would not consider those
3 records and they're long gone, three or four phones
4 ago now. So -- but there's nothing of any value
5 when it comes to -- we don't talk about contract,
6 money, or performers or anything like that if we're
7 sending personal texts.

8 Q All right. Did you conduct a search to
9 see if there are any texts between January 1, 2020,
10 and December 31, 2024?

11 MR. GREEN: Jason, I think that this line
12 of questioning was addressed by our response to the
13 subpoena and --

14 MR. WAREHAM: And I get to -- I get to
15 press behind the response, given his answer.

16 So go ahead and answer the question.

17 A Did I search my text messages for any
18 correspondence with Will McVay? I did, but I just
19 recently -- I just recently got a new phone. So
20 I -- I -- there were no -- there were no messages in
21 there, so...

22 Q Just to clarify, no messages between
23 January 1, 2020, and December 31, 2024?

24 A That I have access to now. I don't
25 archive my -- my personal phones when I get new

1 ones.

2 Q Did anyone from the government ever send
3 you a notice at any time relative to preserving any
4 evidence related to this case?

5 A I was contacted by Mr. Reginald Skinner,
6 who was, at the time, DOJ counsel assigned to this
7 and he did ask me to go through my records and
8 find --

9 MR. GREEN: I'll -- I'll object to -- to
10 the content of any discussions between counsel and
11 Mr. Parisi.

12 MR. WAREHAM: Are you asserting a
13 privilege, sir?

14 MR. GREEN: To the extent there's a
15 question or information that's relevant to the
16 content of communications between counsel for the
17 government and Mr. Parisi, then, yes, I am.

18 I don't think there's been that question
19 yet. I just want to make clear that we object to
20 that being discussed.

21 MR. WAREHAM: Okay. And what would be
22 the privilege assertion, if -- if that were the
23 case?

24 MR. GREEN: It would be within the scope
25 of attorney-client privilege, to the -- you know, to

1 the extent of Mr. Parisi's involvement as someone
2 within the scope of that relationship.

3 Q (By Mr. Wareham) Okay. Go ahead and
4 answer what you were about to answer.

5 MR. GREEN: Mr. Parisi, I'm -- I'm not
6 going to instruct you not to answer, but I am going
7 to instruct you not to discuss information and the
8 content of discussions between DOJ and -- lawyers
9 and yourself.

10 A Okay. The answer to the question is
11 that, yes, I was -- I was asked by DOJ counsel to
12 look for the records and -- and send them forward.
13 I was not asked by anybody else here. I don't think
14 that anybody at AFRL was aware that this was
15 happening until I was served a subpoena and brought
16 it into our JAG office here.

17 And then -- then -- actually, yes, again,
18 another lawyer told me to, you know, "Make sure you
19 don't delete any evidence," basically.

20 Q Okay. And do you know, roughly, the time
21 period in which that first preservation notice went
22 out?

23 A July.

24 Q July of which year?

25 A '24, this past July.

1 Q Okay. Is there anything -- do you have
2 any other information that I have not asked you,
3 relevant to this case?

4 A I don't think so. As I mentioned, I
5 was -- I was not nearly as involved with this as I
6 would have been, had it been a prime contractor.
7 The relationship was between the subcontractor and
8 the prime contractor.

9 I had never even met the man. So I --
10 there's very little I know, other than explaining
11 what I meant in these e-mails that I didn't even
12 remember sending, to be honest.

13 MR. WAREHAM: And I do appreciate your
14 time on that. Thanks very much. I don't have any
15 further questions at this time, Mr. Green.

16 MR. GREEN: Let's take another break.
17 Let's go off the record for about five minutes. I
18 may or may not have some follow-up.

19 THE VIDEOGRAPHER: The time is 12:52. We
20 are going off the record.

21 (A break was held off the record from
22 12:52 p.m. to 12:57 p.m.)

23 THE VIDEOGRAPHER: The time is 12:57. We
24 are back on the record.

25 MR. GREEN: And this is Robert Green for

1 Defendant. I don't have any follow-up.

2 Mr. Parisi, thank you for your time
3 today.

4 THE DEPONENT: No problem.

5 THE VIDEOGRAPHER: The time -- the time
6 is 12:57. We are going off the record. This will
7 complete the deposition for this witness.

8 (The deposition concluded at 12:57 p.m.,
9 April 16, 2025.)

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1 I, THOMAS PARISI, do hereby certify that
2 I have read the foregoing transcript and that the
3 same and accompanying amendment sheets, if any,
4 constitute a true and complete record of my
5 testimony.

6

7

Signature of Deponent

8

() No Amendments

9

() Amendments Attached

10

11 Acknowledged before me this ____ day
12 of _____, 2025.

13

14 Notary Public:_____

15 My commission expires_____

16 Seal:

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1 STATE OF COLORADO)
2) ss. REPORTER'S CERTIFICATE
3 COUNTY OF DENVER)

4

5 I, Marcus K. Boyer, do hereby certify that
6 I am a Shorthand Reporter and Notary Public for the
7 State of Colorado; that previous to the commencement
8 of the examination, the deponent was duly sworn to
9 testify to the truth.

10 I further certify that this deposition was
11 taken in shorthand by me at the time and place
12 herein set forth, that it was thereafter reduced to
13 typewritten form, and that the foregoing constitutes
14 a true and correct transcript.

15 I further certify that I am not related
16 to, employed by, nor of counsel for any of the
17 parties or attorneys herein, nor otherwise
18 interested in the result of the within action.

19 In witness whereof, I have affixed my
20 signature this 29th day of April, 2025.

21 My commission expires April 30, 2027.

22

23

Marcus K. Boyer

24

25

1 AB LITIGATION
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3 April 29, 2025

4 Robert D. Green, Esq.
1801 California Street, Suite 1600
5 Denver, Colorado 80202

6 Re: Deposition of THOMAS PARISI
ROE v. UNITED STATES OF AMERICA
7 Civil Action No. 5:22-CV-00869-JKP-HJB

8 The aforementioned deposition is ready for
reading and signing. Please attend to this
9 matter by following BOTH of the items indicated
below:

10 _____ Call 303-296-0017 and arrange with us
11 to read and sign the deposition in our
office

12 XXX Have the deponent read your copy and sign
13 the signature page and amendment sheets, if
applicable; the signature page is attached

14 _____ Read the enclosed copy of the deposition
15 and sign the signature page and amendment
16 sheets, if applicable; the signature page
is attached

17 XXX WITHIN 30 DAYS OF THE DATE OF THIS LETTER

18 _____ By _____ due to a trial date of _____

19 Please be sure the original signature page and
amendment sheets, if any, are SIGNED BEFORE A
20 NOTARY PUBLIC and returned to AB Litigation for
filing with the original deposition. A copy
21 of these changes should also be forwarded to
counsel of record. Thank you.

22 AB LITIGATION

23 cc: All Counsel
24

25

1 AB LITIGATION
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

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THOMAS PARISI
April 16, 2025
ROE v. UNITED STATES OF AMERICA
Civil Action No. 5:22-CV-00869-JKP-HJB

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8

The original deposition was filed with
9 Jason R. Wareham, Esq., on approximately
10 the 29th day of April, 2025.

11

____ Signature waived

12

____ Signature not requested

13

____ Unsigned; signed signature page and amendment
14 sheets, if any, to be filed at trial

15

XXX Unsigned; amendment sheets and/or
signature pages should be forwarded to
16 AB Litigation to be filed in the
envelope attached to the sealed original.

17

18

19 Thank you.

20

AB LITIGATION

21

cc: All Counsel

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25

- AMENDMENT SHEET -

Deposition of THOMAS PARISI
April 16, 2025
ROE v. UNITED STATES OF AMERICA
Civil Action No. 5:22-CV-00869-JKP-HJB

The deponent wishes to make the following changes in
the testimony as originally given:

Page	Line	Should Read	Reason
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Signature of Deponent: _____

Acknowledged before me this ____ day of _____,
2025.

(seal) Notary's signature _____

My commission expires _____.

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

DR. JOHN ROE, Plaintiff,	CIVIL ACTION NO. 5:22-CV-00869-HJB
v.	
UNITED STATES OF AMERICA, et al Defendants.	(Jury Demanded)

VIDEO 30(b)(6) DEPOSITION OF AIR FORCE LIFE
CYCLE MANAGEMENT CENTER REPRESENTATIVE BY RICHARD
BREMER
April 21, 2025

APPEARANCES:

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2

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ALSO PRESENT: Maryvonne Tompkins, videographer
Rebecca Bradshaw, paralegal

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PURSUANT TO NOTICE, the Video 30(b)(6)

18

deposition of Air Force Life Cycle Management Center

19

Representative by Richard Bremer was taken by

20

Plaintiff via Zoom video conference, beginning at

21

11:38 a.m., on April 21, 2025, under the Federal

22

Rules of Civil Procedure, before LINNEA BUSBY,

23

Professional Court Reporter and Notary Public for the

24

State of Colorado.

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I N D E X

EXAMINATION

PAGE

EXAMINATION BY MR. WAREHAM

5

E X H I B I T S

INITIAL
REFERENCE
Page

No. Description
None marked.

1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: The time is 11:38. We
3 are on the record. Today is April 21, 2025.

4 This begins the recorded deposition 30(b)(6)
5 of Air Force Life Cycle Management represented by
6 Richard Bremer in the matter of Dr. John Roe versus
7 United States of America, et al.

8 This deposition is being recorded via Zoom
9 videoconferencing. The court reporter is Linnea
10 Busby. The videographer is Maryvonne Tompkins.

11 The attorneys will introduce themselves
12 please.

13 MR. WAREHAM: Hi. This is Jason Wareham,
14 lead counsel on the case, along with John Hodges,
15 Lance Henry, and then our paralegal, Rebecca
16 Bradshaw.

17 MS. SEEMAN: And good afternoon. This is
18 Katrina Seeman. I am joined today by my colleagues
19 and co-counsel Robert Green and Joseph Gonzalez.

20 THE VIDEOGRAPHER: The court reporter will
21 please swear in the witness, and we can proceed.

22 COURT REPORTER: Could you please raise your
23 right hand.

24 RICHARD BREMER,
25 being first duly sworn in the above cause, was

1 examined and testified as follows:

2 EXAMINATION

3 BY MR. WAREHAM:

4 Q. Hi, Mr. Bremer. Jason Wareham here again.

5 Long time no see.

6 A. Yes, sir.

7 Q. So just to cover a few differences between
8 the last time, to be clear, you were previously
9 deposed in this case in your personal capacity,
10 right?

11 A. Okay.

12 Q. Well, okay.

13 A. That's correct.

14 Q. Yeah. So to clarify, you're testifying
15 today as a corporate representative. Do you
16 understand the difference between the two roles?

17 A. I do.

18 Q. You understand that the answers that you
19 give today will actually bind Air Force Life Cycle
20 Management Center, also known as HNCO?

21 A. Yes.

22 Q. And to clarify, we are going to be limiting
23 your questions to specific noticed questions we are
24 told you were prepared to answer which in the notice
25 is our number 8, 15, and 16; and I will read those to

1 you and confirm your understanding.

2 So number 8 is all comprehensive details
3 Major or Captain McVeigh's complaint or referral
4 against Dr. Roe, including: Precise dates, method of
5 submission, content, and intended recipients,
6 internal actions taken upon receipt, including
7 forwarding, initial assessments, or inquires.

8 Are you prepared to answer that question
9 today?

10 A. Yes.

11 Q. All right. And then 15 is a detailed
12 explanations of general and specific procedures for
13 initiating, conducting, or recommending contractor
14 debarment or suspensions including procedural rights
15 afforded to those subjects. Are you prepared to
16 answer that question today?

17 A. Yes.

18 Q. Number 16 is detailed account of any of
19 formal or informal processes or recommendations
20 related to Dr. Roe's potential or actual debarment,
21 identifying responsible decision-makers and
22 documented justifications. Are you prepared to
23 answer that question?

24 A. Yes.

25 Q. All right. Not disclosing any specific

1 communications from the DOJ counsel, could you please
2 describe your preparation that you took in
3 preparation for today's testimony?

4 A. Yes. I reviewed all of the documentation
5 that was shared, discussed during our previous
6 session to, you know, get an understanding again
7 because it's been four years of what actually took
8 place, and then looked at federal acquisition
9 regulations and supplements regarding debarments,
10 suspension or exclusion.

11 Q. All right. Was there any information that
12 you needed to review to prepare for those questions
13 that you were unable to review?

14 A. No.

15 Q. Okay. Well, then, we'll just get started
16 with the substance of it. If you could -- we
17 previously have it on the prior record -- but for the
18 most part I'm going to ignore the prior record
19 exists.

20 Would you please give your title and
21 background that qualifies you to be the 30(b)(6)
22 witness today?

23 A. Sure. Name's Richard Bremer. Been doing
24 acquisitions since 2000. Currently on dual habit. I
25 was supporting the Cyber systems group as the

1 contracting functional to the O-6 equivalent who is
2 the senior material leader, and also I am responsible
3 for the cyber web and systems branch that I directly
4 supervise approximately 22 personnel there. So....

5 Q. And the first -- so there's two conceptual
6 areas, one covered by number 8, the details of the
7 appointment, 15 and 16 which cover debarment
8 proceedings.

9 I'm just going to start with 8. We're going
10 to focus there, and then we'll make the conceptual
11 shift downward, okay?

12 So what -- what do you know of the details
13 regarding then Captain McVeigh's complaint against
14 Dr. Roe at the time or Dr. Roysdon?

15 A. Are we talking about the statement that
16 Captain McVeigh provided in response to my request
17 for the inquiry?

18 Q. So we just learned in the other deposition
19 the initial complaint was done orally to a Mr. Ranft.
20 Do you have any knowledge of that?

21 A. I do not.

22 Q. Okay. Do you know the dates that your --
23 the investigation regarding Mr. -- or Captain
24 McVeigh's complaint was opened?

25 A. As far as my inquiry, or was there another

1 investigation that I'm not aware of?

2 Q. Your inquiry.

3 A. Sure. I was appointed in August -- I'd have
4 to look at the date -- but finished within 15, 20
5 days with my report I thought. So I believe so.
6 I've got the dates written down if you'd like
7 specifics.

8 Q. Yeah. Go ahead and give the specifics.

9 A. Yeah, absolutely. Started my investigation
10 on the 25th of August 2020. That was my appointment.
11 Provided my inquiry report on the 22nd of
12 September 2020.

13 Q. And in that can you describe the -- can you
14 describe the nature of the submission that Captain
15 McVeigh made in support of your investigation?

16 A. Yeah. So the nature of the submission was
17 based on my request, right. So I asked him to
18 provide his witness statement in regards to the
19 security incident or potential security incident that
20 I was appointed to be the inquiry official on.

21 Q. And did he actually submit the requested
22 statement?

23 A. He did. He did.

24 Q. Did he do so on time?

25 A. I know I had to follow up with him several

1 times. So I couldn't say it was upon the initial
2 date of my request but he eventually provided it.

3 Q. Do you have his report in front of you?

4 A. I have a copy of it if you would like me --

5 Q. Sure. If refer to the number in the bottom
6 right-hand corner.

7 MS. SEEMAN: Counsel, sorry, just for the
8 record, when you say his report, are you now talking
9 about now Major McVeigh's statement?

10 MR. WAREHAM: Correct. That was a -- sorry.
11 I used report when I meant statement.

12 A. Just bear me with me while I find that
13 unless you have a quicker, if you want to pull it up,
14 but I'm looking for it. No, I have it. Okay.

15 Q. (By Mr. Wareham) And what is the number in
16 the bottom right just for reference?

17 A. The bottom right US 0000703.

18 Q. And if you could, as I know you've done this
19 individually on the record before, but as the
20 representative, could you review that statement
21 please?

22 A. Which statement are we referencing, sir?

23 Q. Captain McVeigh's statement that you just
24 read the number of.

25 A. Okay. Yeah, I have it. What would you like

1 me to read specifically?

2 Q. Just review the entire statement briefly,
3 and tell me when you're done.

4 A. Okay. Yeah. We went -- we went point by
5 point on this statement during our last session, so
6 I'm pretty familiar with it. Is there specifically
7 something you want me to --

8 Q. No. You are familiar with the contents of
9 that statement?

10 A. Yes, sir.

11 Q. As the representative, were you familiar
12 with the nature of the information that you were
13 asked to investigate --

14 A. Yeah.

15 Q. -- as part of the -- the security
16 investigation?

17 A. Yes. Specifically I was looking to see if
18 Dr. Roysdon had access as he was performing services
19 for two different agencies at the time, whether or
20 not he had access to classified information that he
21 should not have.

22 Q. And, again, I'm asking this as the
23 representative. I know I've asked this before. But
24 reviewing the content of that statement, was any
25 portion of Captain McVeigh's statement relevant to

1 the inquiry that was going conducted?

2 A. For me it was not. There was no information
3 that I considered to be relevant in this statement
4 for my specific inquiry.

5 Q. All right. And what actions were taken upon
6 receipt of this statement?

7 A. My statement was provided to security at the
8 time. It may have been Mr. Rowe and Lieutenant
9 Colonel Ekholm. After that I did not have any
10 additional follow up as to what the status of that
11 inquiry was report was.

12 Q. You just said my statement. Did you mean my
13 report?

14 A. My report, yes, sir. Yeah.

15 Q. Okay. That should conclude -- let's see,
16 yep. All right. That should conclude the set of
17 questions under number 8.

18 Moving to 15 and 16, could you please detail
19 in as much detail as you the general procedures for
20 initiating, conducting, or recommending contractor
21 debarments or suspension.

22 A. Sure. So the procedures for debarment,
23 suspension, or exclusion are found in the final
24 acquisition regulation 9.4 or the supplements which
25 would be the Defense Federal acquisition regulation

1 of the Air Force federal acquisition regulation
2 supplement.

3 So within that, any Government official --
4 doesn't have to be a contracting officer, it can be
5 any Government official -- can propose a contractor
6 for debarment, suspension, right.

7 The -- for the Air Force in particular, the
8 suspension and debarment official is the Air Force
9 General Counsel for contractor responsibility which
10 is second to the Air Force GRC. They are the
11 decision authority.

12 Essentially any official would have to
13 gather the information and provide that to SASS GRC
14 for review, and they actually would make the
15 decision. But the process looks like -- essentially
16 the process is investigation and referral. Whoever
17 the individual who is making the referral. There
18 would a decision, you know, or actually -- if I
19 might, could I refer really quickly to --

20 Q. Please do.

21 A. -- to my notes, if you don't mind. Make
22 sure I get this right.

23 Q. Yeah.

24 A. Just to jog my memory. Yes. Decision
25 making process, right. So after the inquiry or the

1 investigation referral, there's a decision making
2 process where the information would be considered by
3 general counsel, as well as a opportunity from the --
4 I will refer to any contractor -- I'll just use the
5 term "contractor," right. They would have an
6 opportunity to provide additional information at
7 general counsel's request.

8 From there, there would be a notice of
9 potential debarment sent to the contractor. The
10 contractor would then have 30 days to respond to that
11 notice with additional information at the request of
12 general counsel.

13 And there there would be a notice of final
14 decision of general counsel on whether or not they
15 were going to actually pursue the debarment or the
16 suspension.

17 Q. Do you know what happens if they decide to
18 pursue the debarment or suspension?

19 A. Sure. It would be codified or captured in
20 sam.gov that there decision was to say, yes, we are
21 debarring or suspending this particular contractor.
22 It would be the agency would actually take the action
23 to process that debarment or suspension in sam.gov
24 which is the system for award management.

25 Q. All right. Are you aware whether or not the

1 process includes after notice the ability to have a
2 hearing?

3 A. I believe -- I'd have to look at the reg, if
4 you give me a second --

5 Q. Yeah, go ahead.

6 A. -- too look at that. There's a lot of
7 information in there.

8 Q. I imagine.

9 A. Says -- you were asking specifically, sir,
10 after the notification of suspension or debarring
11 official's decision? Is that what you were asking?

12 Q. Correct.

13 A. Here is verbatim out of the regulation, If
14 the suspending and debarring official decides to
15 impose debarment, contractor and any affiliates
16 involved shall be given prompt notice using the
17 procedures in (c)(1) and (2) -- which is C 1 and 2
18 which is referring to the notice of proposed
19 debarment, specifying the reasons for debarment,
20 specifying the reasons for debarment, stating the
21 period of debarment, including effective dates; and
22 advising that the debarment is effective throughout
23 the executive branch of the Government unless the
24 head of an agency or designee makes a statement
25 called for by 9.406-1(d).

1 If debarment is not imposed, the suspending
2 and debarring official shall promptly notify the
3 contractor and any affiliates involved, using the
4 procedures in paragraphs (c)(1) and (2) of this
5 section.

6 So specifically here in this regulation it
7 does not talk about a hearing.

8 Q. Does it -- but it does discuss a
9 contractor's ability to try to rebut any notice of
10 debarment --

11 A. Yeah.

12 Q. -- raised --

13 A. Which I think I referred to in the steps two
14 and three, right, where I said the -- you know, the
15 decision making process, the contractor does have an
16 opportunity to provide additional information. And
17 then as well as after the notice of proposed
18 debarment which they have 30 days to respond once
19 they receive that notice, that's correct. You --
20 let's see, so there's actually several opportunities,
21 right, for a contractor to find additional
22 information.

23 Q. Can you describe a few more opportunities
24 there besides the normal notice?

25 A. Within the regs, it doesn't -- it doesn't

1 list any additional opportunities, right?

2 Q. Do you have any knowledge of any additional
3 times where a contractor can engage that process
4 aside from the regulation?

5 A. I assume -- again, I'm not a decision
6 authority, right. So whether it be general counsel.
7 I assume that their legal team or a contractor's
8 legal team could engage Secretary Air Force, general
9 counsel at any point along the entire process.

10 Q. And the process is the same for suspensions
11 as well as debarments; is that right?

12 A. Slightly different. There's -- if I can,
13 again, refer to my notes, I thought this question
14 would come up.

15 The only difference there is that there --
16 there is not a notice of proposed suspension because
17 the difference in -- between the suspension and a
18 debarment is that immediate action needs to be take
19 place to protect the public's interest and the
20 Government's interests. So a suspension is a quicker
21 method. But it's same as steps less the notice of
22 proposed suspension.

23 Q. And what sort of grounds are grounds for
24 debarment or suspensions?

25 A. You want specific or generalities? So I can

1 --

2 Q. Go general to specific would be great.

3 Yeah.

4 A. If I can, can I refer to the -- typically,
5 right, so it's fraud, it's theft, it's embezzlement,
6 it's failure to pay taxes, and there's plenty more
7 within the reg which I could read it to you if you
8 would like.

9 Q. How about fraud? Is fraud included?

10 A. Oh, yes. Absolutely, fraud is concluded.

11 Q. What are some of the more frequent ones that
12 you've seen?

13 A. I personally have not processed a debarment
14 or a suspension. So I have not seen one that I've
15 processed directly.

16 Q. Then I'm going to ask you to give me the reg
17 and read out of the grounds, if you would please.

18 A. Yes, sir. Absolutely.

19 COURT REPORTER: This is the court reporter.
20 I'm going to ask you to read a little bit slower this
21 time.

22 THE DEPONENT: Sorry.

23 COURT REPORTER: That's okay.

24 THE DEPONENT: I have a tendency to talk
25 pretty quickly.

1 A. Okay. This is found in FAR 9.406-2 causes
2 for disbarments. The suspending and debarring
3 official may debar a contractor for a conviction of
4 or civil judgment for commission of fraud or criminal
5 offense in connection with obtaining, attempting to
6 obtain, or performing a public contract or
7 subcontract, for violation of Federal or State
8 antitrust statutes relating to the submission of
9 offers, for commission of embezzlement, theft,
10 forgery, bribery, falsification, or destruction of
11 records, making false statements, tax evasion,
12 violating Federal criminal tax laws, or receiving
13 stolen property, intentionally affixing a label
14 bearing a made in America inscription to a product
15 sold or shipped to the United States or its outlying
16 areas when the product was not made in the United
17 States or its outlying areas, for commission of any
18 other offense indicating a lack of business
19 integrity, or business honesty that seriously and
20 directly affects the present responsibility of a
21 Government contractor or subcontractor.

22 Q. And to clarify the phrase "debarring
23 official, that is the Air Force GC that you
24 described?

25 A. That's correct. GC, yeah.

1 Q. Are any other officials below that level
2 able to debar a contractor?

3 A. No. Before -- there is a statement within
4 the regulation that requires us to notify our local
5 legal team before it goes to general counsel, as well
6 as our senior contracting official.

7 Q. And have you -- within your review did the
8 phrase "de facto debarment" come up?

9 A. I'm familiar with what it means but there is
10 no process or any existence of a de facto debarment.

11 Q. All right. What does it mean?

12 A. It means to essentially blackball an
13 individual from receiving a contract.

14 Q. All right. Is that done with any form of
15 process?

16 A. No.

17 Q. Do you know if de facto debarment is in
18 keeping with the regulations that you just describes?

19 A. No, it absolutely would not be.

20 Q. All right. Why not?

21 A. It's unethical process in my opinion.
22 Doesn't exist as far as I'm concerned. At least I
23 have never witnessed it during my 20-plus years in
24 contracting.

25 Q. Suffice it to say the controlling process is

1 the one you just read and not a de facto process?

2 A. That's correct. That is the process as
3 outlined in the FAR and supplements.

4 Q. Okay. Are you aware of in your review,
5 again in terms of the agency, of any formal or
6 informal processes executed against Dr. Roysdon with
7 regards to his contract?

8 A. No, I am not.

9 Q. So that would include as far as you're
10 concerned that no process as described in the
11 regulation was initiated against Dr. Roe or his
12 prime?

13 A. So just for clarification, I think I
14 mentioned during our last session, the contracts that
15 he had in place that he was operating under were not
16 my responsibility.

17 I did, however, during the course of
18 prepping for these depositions, I was asked, right,
19 at one point to confirm whether or not he was
20 debarred or suspended at which time I queried the
21 sam.gov site to see if he was debarred or suspended.
22 At that time I did not find any suspension or
23 debarment or pending -- you know, pending actual or
24 otherwise in the sam.gov.

25 Q. Did you see any presence of any historical

1 actions of any kind within debarment related to Dr.
2 Roysdon?

3 A. No, sir, I did not.

4 Q. In your preparation for this, did you
5 discuss a de facto debarment with of Dr. Roysdon with
6 any person?

7 A. When I was initially contacted by the DOJ
8 team, I just asked about the nature of this
9 particular case, and they stated that de facto
10 debarment came up through the conversation. That was
11 the only conversation I've ever had.

12 Q. With any Air Force personnel?

13 A. No.

14 Q. All right. Well, believe it or not, I'm
15 already at the point where I need to check with my
16 team on anything further. So if we can go off the
17 record, I'll do that; and I'll come right back. All
18 right?

19 A. Yes, sir.

20 MR. WAREHAM: Thank you much.

21 THE VIDEOGRAPHER: The time is 12:03. We're
22 going off the record.

23 (A recess was taken from 12:03 to 12:14
24 p.m.)

25 THE VIDEOGRAPHER: The time is 12:14. We

1 are back on the record.

2 Q. (By Mr. Wareham) So, Mr. Bremer, again,
3 this is asked as representative of entity, the Air
4 Force Life Cycle Management Center agency, what is
5 the role of an agency if they discover their members
6 are conducting de facto debarments?

7 A. Yeah. So the role of the agency, right,
8 again, there's -- this is an ethical thing, right.
9 So it would be addressed; and they would, you know,
10 take administrative action or whatever else necessary
11 against that particular individual.

12 Q. And what do you mean by administrative
13 action?

14 A. Could be reprimand, you know, more severe
15 punishments maybe potentially.

16 Q. Again --

17 A. I don't know. I'm speaking from what my own
18 personal opinion would be on that, right. I'm not
19 aware of any procedures or any particular action that
20 they should or should not take against an individual.
21 Again, this is opinion.

22 Q. Yeah, it's a little tricky but you're
23 technically here as part of the agency. Is it fair
24 to say that the agency would have a duty to correct a
25 de facto debarment?

1 A. Yes.

2 MR. WAREHAM: Okay. That's all the
3 questions I have. Thank you very much. At least at
4 this point. The DOJ may have some questions for you.

5 THE DEPONENT: Yes, sir.

6 MS. SEEMAN: No. I don't think we do today.
7 Thank you.

8 MR. WAREHAM: All right. Then that was much
9 shorter and simpler than last time, sir. Thank you
10 for your time.

11 A. Thank you. Appreciate it.

12 THE VIDEOGRAPHER: The time is 12:15. We
13 are going off the record. This will complete the
14 deposition for this witness.

15 MR. WAREHAM: Same order for us as last time
16 for the reporters.

17 MS. SEEMAN: We will not order the videos
18 but we will order the transcripts.

19

20 WHEREUPON, the within proceedings were
21 concluded at the approximate hour of 12:15 p.m. on
22 the 21st day of April, 2025.

23

24

25

1 * * * * * *

2 I, RICHARD BREMER, do hereby certify that I
3 have read the foregoing transcript and that the same
4 and accompanying amendment sheets, if any, constitute
5 a true and complete record of my testimony.

6

7

Signature of Deponent

8

() No amendments

9

() Amendments attached

10

11 Acknowledged before me this _____ day of
12 _____, 20____.

13

14

Notary Public: _____

15

My Commission Expires: _____

16

17

Seal:

18

19

20

21

22

23

24

25

1 REPORTER'S CERTIFICATE

2 STATE OF COLORADO)
3) ss.
4 CITY AND COUNTY OF DENVER)

5 I, LINNEA BUSBY, Professional Reporter and Notary
6 Public, State of Colorado, do hereby certify that
7 previous to the commencement of the examination, the
8 said RICHARD BREMER was duly sworn by me to testify
9 to the truth in relation to the matters in
10 controversy between the parties hereto; that the said
11 deposition was taken in machine shorthand by me at
12 the time and place aforesaid and was thereafter
13 reduced to typewritten form, consisting of 28 pages
14 herein; that the foregoing is a true transcript of
15 the questions asked, testimony given, and proceedings
16 had. I further certify that I am not employed by,
17 related to, nor of counsel for any of the parties
18 herein, nor otherwise interested in the outcome of
19 this litigation.

20 IN WITNESS WHEREOF, I have affixed my
21 signature this 8th day of May, 2025.

22 My commission expires October 28, 2028.

23 
24 Linnea Busby
25 Professional Court Reporter

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3 May 8, 2025

4 KATRINA SEEMAN, ESQ.
US DEPARTMENT OF JUSTICE, CIVIL DIVISION
5 950 Pennsylvania Avenue NW
Washington, DC 20530

6
7 Re: VIDEO 30(b)(6) DEPOSITION OF AIR FORCE LIFE
CYCLE MANAGEMENT CENTER REPRESENTATIVE BY RICHARD
BREMER
8 ROE v. UNITED STATES OF AMERICA, et al
Civil Action No: 5:22-CV-00869-JKP-HJB

9
10 The aforementioned deposition is ready for
reading and signing. Please attend to this
11 matter by following BOTH of the items indicated
below:

12 _____ Call 303-296-0017 and arrange with us
13 to read and sign the deposition in our
office

14 _XXX_ Have the deponent read your copy and sign
15 the signature page and amendment sheets, if
applicable; the signature page is attached

16 _____ Read the enclosed copy of the deposition
17 and sign the signature page and amendment
sheets, if applicable; the signature page
is attached

18
19 _XXX_ WITHIN 30 DAYS OF THE DATE OF THIS LETTER

20 _____ By _____ due to a trial date of _____

21 Please be sure the original signature page and
amendment sheets, if any, are SIGNED BEFORE A
22 NOTARY PUBLIC and returned to AB Litigation Services
for filing with the original deposition. A copy of
23 these changes should also be forwarded to
counsel of record. Thank you.

24 AB LITIGATION SERVICES

25 cc: All Counsel

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3

4

VIDEO 30(b)(6) DEPOSITION OF AIR FORCE LIFE
5 CYCLE MANAGEMENT CENTER REPRESENTATIVE BY RICHARD BREMER
April 21, 2025

6

ROE v. UNITED STATES OF AMERICA, et al
Civil Action No: 5:22-CV-00869-JKP-HJB

7

8

The original deposition was filed with Jason Wareham,
9 Esq. on approximately the 8th day of May, 2025.

10

11 _____ Signature waived

12 _____ Signature not requested

13 _____ Unsigned; signed signature page and
amendment sheets, if any, to be filed at
14 trial

15 _XXX_ Unsigned; original amendment sheets and/or
signature pages should be forwarded to AB Litigation
16 Services to be filed in the envelope attached to the
sealed original

17

18

Thank you.

19

AB LITIGATION SERVICES

20

cc: All Counsel

21

22

23

24

25

- AMENDMENT SHEET -

VIDEO 30(b)(6) DEPOSITION OF AIR FORCE LIFE
CYCLE MANAGEMENT CENTER REPRESENTATIVE BY RICHARD BREMER

April 21, 2025

ROE v. UNITED STATES OF AMERICA, et al
Civil Action No: 5:22-CV-00869-JKP-HJB

The deponent wishes to make the following changes
in the testimony as originally given:

Page	Line	Should Read	Reason
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_____	_____	_____	_____
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_____	_____	_____	_____

Signature of Deponent: _____

Acknowledged before me this ____ day of _____,
20____.

(Seal) Notary's signature _____

My commission expires _____

STATEMENT OF SUSPECT/WITNESS/COMPLAINANT				<input type="checkbox"/> SUSPECT <input checked="" type="checkbox"/> WITNESS/COMPLAINANT
PRIVACY ACT STATEMENT				
AUTHORITY: 10 U.S.C. 9013, Secretary of the Air Force; 18 U.S.C. 922 note, Unlawful Acts note referring to the Brady Handgun Violence Prevention Act; 28 U.S.C. 534 note, Judiciary and Judicial Procedures, note referring to the Uniform Federal Crime Reporting Act; 34 U.S.C. 20101 et seq., Crime Victims Fund; and Amendment to Lautenberg, 18 U.S.C. 922(d) (9) Unlawful Acts; DoD Directive 7730.47, Defense Incident-Based Reporting System (DIBRS); SORN F031 AF SF B; and E.O. 9397 (SSN), as amended. PRINCIPAL PURPOSES: Used to record information and details of criminal activity which may require investigative action by commanders, supervisors, AF entities conducting law enforcement functions; and to provide information to appropriate individuals within DoD organizations who ensure proper legal and administrative action is taken. ROUTINE USES: Information may be disclosed to local, county, state, and federal law enforcement/investigative authorities for investigation and possible criminal prosecution or civil court action. Information extracted from this form may be used in other related criminal and/or civil proceedings. DISCLOSURE IS VOLUNTARY: SSN is used to positively identify the individual making the statement.				
I. STATEMENT INFORMATION				
DATE (YYYYMMDD)	TIME	LOCATION AND INSTALLATION (Bldg/Room No)	UNIT TAKING STATEMENT	REPEAT (If known)
20200910	11:33	3133 General Hudnell Dr, Suite 200 San Antonio, TX, 78226	AFLCMC/HNCO	<input type="checkbox"/> OFFENSE <input type="checkbox"/> COMPLAINT
II. PERSONAL IDENTIFICATION(Print or Type)				
NAME (Last, First, Middle Initial) McVeigh, William, M.		SSN 474-17-5861	STATUS/GRADE O4	
LOCAL ADDRESS (Include Zip Code) 11020 Huebner Oaks, Apt 1824 San Antonio, TX, 78230		DATE AND PLACE OF BIRTH (If required) 10/17/87 Minneapolis, MN	TELEPHONE HOME 5408409899 DUTY 2109251974	
PERMANENT ADDRESS OR HOME OF RECORD (Include Zip Code) 120 Springwood Dr Fredericksburg, VA, 22401		MILITARY ORGANIZATION/EMPLOYER USAF		DEROS 20171209
SPONSOR INFORMATION				
NAME (Last, First, Middle Initial)	GRADE	SSN	ORGANIZATION	DUTY PHONE
III. ACKNOWLEDGEMENT OF OFFENSES AND 5TH AMENDMENT/ARTICLE 31 RIGHTS ADVISEMENT (Suspect Only)				
<i>I have been advised that I am suspected of the following offenses:</i>				
ADVISED BY (Full Name and Rank)		INDIVIDUAL IDENTIFIED HIMSELF/HERSELF AS A (SF, special agent, etc.)		
SUSPECT INITIALS	<i>and advised me that I have the following rights according to the 5th Amendment of the U.S. Constitution/Article 31 of the Uniform Code of Military Justice.</i>			
	I have the right to remain silent - that is to say nothing at all.			
	Any statement I make, oral or written, may be used as evidence against me in a trial or in other judicial, non-judicial, or administrative proceedings.			
	I have the right to consult with a lawyer.			
	I have the right to have a lawyer present during this interview.			
	I may obtain a civilian lawyer of my own choice at no expense to the government.			
	I may request a lawyer any time during this interview.			
	If I decide to answer questions with or without a lawyer present, I may stop the questioning at any time.			
	MILITARY ONLY: If I want a military lawyer, one will be appointed for me free of charge.			
	CIVILIANS ONLY: If I cannot afford a lawyer and want one, a lawyer will be appointed for me by civilian authorities.			
SUSPECT INITIALS	<i>I have read my rights as listed above and I fully understand my rights. No promises, threats, or inducements of any kind have been made to me. No pressure or coercion has been used against me. I make the following choice. (Initial One)</i>			
	I do not want a lawyer. I am willing to answer questions or make a statement or both, about the offense(s) under investigation.			
	I do not want a lawyer and I do not wish to make a statement or answer any questions.			
	I want a lawyer. I will not make any statement or answer any questions until I talk to a lawyer.			
<i>I fully understand my rights and that my signature does not constitute an admission of guilt.</i>				
SIGNATURE OF SUSPECT			SIGNATURE OF WITNESS/INTERVIEWER	

AF IMT 1168, 19980401, V2

PREVIOUS EDITIONS ARE OBSOLETE.

PAGE 1 OF PAGES

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IV. STATEMENT

- On 22 July 20, SAF/AQL visited Kudu Dynamics for a demo. They requested a meeting and told us to update documentation for the DD254 for the contractor on 23 July 20 with HNCO. Mr. Daniel Brown stated at this time to SAF/AQL, the ML, AFRL, the PSO, and I that he had requested AFRL process a DD254. However, AFRL (Mr. John Marx and Ms. Amanda Ozanam) told me that they received no such request from Mr. Brown.

- On ~4 Aug 20, I was notified by SAF/AQL that \$300k for SETA support had not been obligated on the AFRL ACT2 (Excalibur/Mercury) contract. From there, I asked Daniel Brown what the funding was used for to ensure it was used for SAF/AQL projects. I was informed it was for Dr. Paul Roysdon as contractor support. During discussions between AFRL and Mr. Brown, it was further identified that although informed to SAF/AQL as SETA funds it was really for Technical Subject Matter Experts (SME).

- On 18 Aug 20, after the SAF/AQL Program Management Review (PMR), Dr. Roysdon told me he was a contractor, but he was acting and representing himself as a Government employee during the PMRs. He used his Government ID to access HNCO facilities.

- On 19 Aug 20, Richard Ranft and I learned that Dr. Roysdon only had a Government clearance and no contractor clearance.

- On roughly 20 Aug 20, I learned that Dr. Roysdon was being paid as both a contractor and Government employee. Talking with Dan Brown, Dr. Roysdon was only doing unclassified work, however, no DD254 was ever created or submitted for him for the project.

- I asked SAF/AQL, Joseph "Danny" Burghard if he knew that Dr. Roysdon was a contractor. He told me his entire team did not know that information. Mr. Brown told me that he informed Mr. Burghard once of this fact during a POM discussion in 2019.

- On 24 Aug 20, I notified AFRL/RIGA (Thomas "Tom" Parisi and Tanya Macrina) of a possible conflict of interest or fraud.

- In early Sep, I learned that Dr. Roysdon was being paid ~\$215 per hour and that Dr. Roysdon was working between 20 hours a week starting in approximately Apr 19. Mr. Oakley told me that Mr. Brown authorized 40 hours a week sometime within the last year.

- Dr. Roysdon informed Mr. Brown on roughly 20-21 Aug that he was going to depart the NSA for another position. This statement was made after Mr. Brown requested the legal letter from Dr. Roysdon.

- The legal reading from NSA stated that Dr. Roysdon could not represent himself to the Government as a GITI employee or work on a program he worked on in a Government capacity. However, he did that on multiple occasions while Mr. Brown was witting of that activity. It also did not have any dates or signatures on the email.

- During discussions with Lt Col Jared Ekholm, Daniel Brown, and Richard Ranft, there were multiple DD254s identified that have not been processed. Lt Col Ekholm tasked me to provide him a report with the status of all payloads projects and their DD254s.

- Lt Col Ekholm decided that Daniel Brown would be replaced on the project with Julio Guerrero and Ben Arnold.

- On roughly 27 Aug, the Program Manager at Global Info Tek Inc (GITI), Theodore "Ted" Oakley, informed me that Dr. Roysdon had pushed code to a public password protected GitHub repository. This code was not security reviewed. Previously, all code was identified as being offline and not on any internet connected repository. Mr. Oakley told me that Mr. Brown reviewed and approved the monthly status report from Dr. Roysdon that contained the GitHub addresses. Mr. Oakley also informed me that GITI issued a stop work for Dr. Roysdon after these issues emerged.

- During and after these events, Mr. Brown did show me several emails back in March that identified some work on classified systems to start DD254s, but nothing for Dr. Roysdon.

- Richard Ranft also told me that Mr. Brown was told not to reuse clearances in 2019 by Maj Perez-Castle for another project.

- I believe Mr. Daniel Brown repeatedly violates security practices and processes that he believes slows things down or to avoid work. He claims that everything is unclassified and appears to avoid ensuring program protection is in place. He claims program managers within his section were tasked, but rarely follows up to ensure documents are completed. If anyone else had done what Mr. Brown did, they would have been removed from the vault.

V. OATH/SIGNATURE

"I hereby voluntarily and of my own free will make this statement without having been subjected to any coercion, unlawful influence, or unlawful inducement. I swear (or affirm) I have read this statement, initialed all pages and corrections, and it is true and correct to the best of my knowledge."

SIGNATURE OF PERSON MAKING STATEMENT

SIGNATURE OF WITNESS/INTERVIEWER

*Subscribed and sworn to before me, a person authorized by law to administer oaths, this _____ day
of _____, _____ (year).*

SIGNATURE OF PERSON ADMINISTERING OATH

VI. INSTRUCTIONS FOR CONTINUATION PAGE(S)

Use plain bond paper (both sides optional). At the top right of each page, print or type "(Last name of individual making the Statement) on (Date)." At the bottom of each page, print or type: "Page ____ of ____ Pages." The individual must initial the top and bottom entries and sign his/her name at the bottom of each page.

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

DR. JOHN ROE, Plaintiff,	CIVIL ACTION NO.
v.	5:22-CV-00869-HJB
UNITED STATES OF AMERICA, et al	(Jury Demanded)
Defendants.	

VIDEO 30(b)(6) DEPOSITION OF AIR FORCE LIFE CYCLE
MANAGEMENT CENTER REPRESENTATIVE BY WILLIAM ROWE
April 21, 2025

APPEARANCES:

JASON WAREHAM, ESQ.
and
LANCE HENRY, ESQ.
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17 appearing on behalf of Defendants

18
19 ALSO PRESENT: Maryvonne Tompkins, videographer
20 Rebecca Bradshaw, paralegal
21
22
23
24
25

26
27 PURSUANT TO NOTICE, the Video 30(b)(6)
28 deposition of Air Force Life Cycle Management Center
29 Representative by William Rowe was taken by Plaintiff
30 via Zoom video conference, beginning at 10:04 a.m.,
31 on April 21, 2025, under the Federal Rules of Civil
32 Procedure, before LINNEA BUSBY, Professional Court
33 Reporter and Notary Public for the State of Colorado.
34
35

1		I N D E X	
2	EXAMINATION		PAGE
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6		E X H I B I T S	
7			INITIAL REFERENCE
8	No.	Description	Page
9		None marked.	

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1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: The time is 10:04. We
3 are on the record. Today is April the 21, 2025.
4 This begins the recorded deposition 30(b)(6) of Air
5 Force Life Cycle Management represented by William
6 Rowe in the matter of Dr. John Roe versus United
7 States of American, et al.

8 This deposition is being recorded via Zoom
9 videoconferencing. The court reporter is Linnea
10 Busby. The videographer is Maryvonne Tompkins.

11 The attorneys will introduce themselves
12 please.

13 MR. WAREHAM: Hi. It's Jason Wareham for
14 the Plaintiff. Also on my team is John Hodges, Lance
15 Henry, and our paralegal, Rebecca Bradshaw.

16 MS. SEEMAN: Good morning. Katrina Seeman
17 on behalf of the Defendants. I'm joined by my
18 co-counsel Mr. Joseph Gonzalez and Mr. Robert Green.

19 THE VIDEOGRAPHER: Our court reporter will
20 please swear in the witness, and we can proceed.

21 COURT REPORTER: Could you please raise your
22 right hand.

23 WILLIAM ROWE,
24 being first duly sworn in the above cause, was
25 examined and testified as follows:

1 MS. SEEMAN: And, Counsel, just so we have a
2 clean record, Mr. Rowe has been designated to testify
3 on topics 4 through 6 and 17 and 18.

4 MR. WAREHAM: 4 through 6, 17 and 18, okay.
5 We'll clarify that on the record as well just to make
6 sure.

7 Anything else before I commence?

8 MS. SEEMAN: No.

9 EXAMINATION

10 BY MR. WAREHAM:

11 Q. Okay. All right. Good morning, Mr. Rowe.
12 My name is Jason Wareham.

13 A. Good morning.

14 Q. I'm lead counsel for this particular case
15 Roe v US, et al. I heard you -- had you been deposed
16 before? Have you ever had any experience with this?

17 A. No, sir, I have not.

18 Q. All right. Well, congratulations I guess is
19 in order. Have you -- I mean, it follows from then
20 you've never been deposed as a company representative
21 before, right?

22 A. That is correct.

23 Q. All right. So just a few things to cover
24 before we go into, you know, the actual examination.
25 First off is we're just looking for the truth today.

1 You know, you probably noted that you were placed
2 under oath. We're just looking for -- which has the
3 like similar weight of testimony as in trial. So as
4 I ask you questions today, we're just looking for
5 what you know, what you understand, what you can --
6 you know, where your knowledge extends to. And we
7 don't want you to speculate or make anything up.
8 Okay?

9 A. Understood.

10 Q. All right. To that end, you're not just a
11 fact witness like a normal, you know, individual
12 answering these questions. But today you're actually
13 able to for the scope of your questions and responses
14 bind Air Force Life Cycle Management Center. Do you
15 understand that?

16 THE DEPONENT: Ms. Seeman, is that correct?

17 MS. SEEMAN: Yes, that's correct.

18 THE DEPONENT: Thank you.

19 A. Yes, I do understand that.

20 Q. (By Mr. Wareham) Great. And actually just
21 for shorthand, I tend to use HNCO to also mean Air
22 Force Life Cycle Management Center just because it's
23 a little faster when --

24 A. Understood.

25 Q. HNCO is going to mean the same thing today.

1 Of the topics -- I just want to be sure for
2 the record. I'm going to go through them since
3 they're not very voluminous, and I want to make sure
4 I'm getting the right ones that you have prepared to
5 answer today.

6 So the first one on our notice of deposition
7 that I understand that you're here to testimony on is
8 number 4 which is all actions related to Dr. Roe's
9 security clearance transfers between Air Force Life
10 Cycle Management Center and NSA, including records,
11 communications, decisions and responsible personnel.
12 Are you prepared to answer that question today?

13 A. Yes, I am.

14 Q. Great. And then also number 5,
15 Comprehensive description of all measures taken by
16 HNCO concerning alleged security violations involving
17 Dr. Roe, including detailed timelines and
18 decision-making documentation, notifications to and
19 coordination with OSI, NSA, and other entities. Are
20 you prepared to answer that question today?

21 A. Yes, I am.

22 Q. Great. Number 6, SOPs, guidelines, and
23 policies governing how HNCO accesses and investigates
24 allegations of security violations or insider
25 threats, including: Roles, duties, investigative

1 steps, and reporting requirements of the security
2 manager, application of these SOPs specifically to
3 Dr. Roe's allegations, including deviations from
4 standard practices. Are you prepared to answer that
5 question today?

6 A. Yes, I am.

7 Q. Great. And then 18, Detailed account of the
8 security managers specific investigative activities
9 regarding Dr. Roe, including: Specific steps taken,
10 documentation reviewed, and conclusions reached
11 production of all related reports, notes, and
12 communications. Are you prepared to answer those
13 questions?

14 A. Yes, I am.

15 Q. Great. Thank you for bearing with me on
16 that specific detail.

17 The other thing to note today is unless
18 instructed not to answer once they object for the
19 record, give a little bit of pause so that their
20 objection can be fulling recorded for the record.
21 But then unless somebody instructs you not to answer
22 the question, you can just commence and answer the
23 question.

24 If you need me to repeat it at any time, I
25 can certainly do that as well, and we can go from

1 there. But honestly nothing here is to trip you up
2 today. It's just to record certain facts for the
3 case.

4 So what will also certainly occur is I will
5 ask inartful questions or perhaps confusing questions
6 at times. If whatever question I ask you're unable
7 to understand the question, it's perfectly okay to
8 say can you repeat that question; and I'll try to do
9 it in a way that makes sense. Okay.

10 A. Appreciate it.

11 Q. Any questions for me before we continue?

12 A. No, sir.

13 Q. Great. Then we'll just kick it off. I
14 think what I'm going to -- or can you just give me a
15 brief background of your job title and
16 responsibilities at HNC0?

17 A. My job title is chief of security.
18 Basically I oversee all the security processes to
19 include personnel, information security, industrial
20 security, physical security for the branch at that
21 time and to monitor and set policy and enforce policy
22 for the HNC0 personnel and for any visitors coming
23 into our space.

24 Q. When you say security, what does that
25 involve? The clearance side? Physical security?

1 The whole gamut?

2 A. It's the whole gamut. It's physical
3 security. It's personnel security with clearances.
4 It's information security. It is industrial
5 security. And some op sec, operational security.

6 Q. Understood. Can you please describe the
7 preparation you took to get ready for the deposition
8 today?

9 MS. SEEMAN: I'll step in just to clarify
10 for the record. So I'll object to the extent that
11 the question calls for any attorney-client privileged
12 communications. But, Mr. Rowe, you can still answer
13 as to what documents and sources you looked at. I
14 would just instruct you not to divulge the substance
15 of our communications. Does that make sense?

16 THE DEPONENT: Yes.

17 MS. SEEMAN: Great.

18 A. I do have several documents that I've
19 reviewed. They are all logged in as far as the
20 number on the bottom. So I reviewed all of those and
21 asked to -- several general questions about the case
22 in preparation for this and review of the documents,
23 sir.

24 Q. (By Mr. Wareham) All right. Is there any
25 information that you wanted to review but you were

1 unable to review, like that you felt you need to
2 review to fully understand to prepare for your
3 testimony?

4 A. No, sir.

5 Q. All right. Well, I think I'm going to start
6 conceptually in reverse with 17 and 18 first because
7 they start kind of general, okay? So can you explain
8 in general before we get to specifically this case
9 the responsibilities of a security manager?

10 A. A security manager itself is responsible
11 for, like I stated before, all disciplines and
12 aspects of security enforcement and knowing the
13 policies and procedures that are established in
14 general.

15 Q. Okay. And, yeah, just keep it in general.
16 We'll go general, and then we'll go specific and
17 apply it just so you can track the conception there.

18 What in general are the investigative steps
19 if somebody alleges a security violation?

20 A. In general it's noted and reported to our
21 office. We look at initial facts, notify our chain
22 of command. Something just came on up on my screen
23 now.

24 Q. No. You're fine.

25 A. Notify the branch material leader, and we

1 also notify Air Force OSI PJ which is the program
2 security officer who has jurisdiction over the top
3 material we're there to protect.

4 Q. And what -- where are the sources of
5 complaints usually from in general?

6 A. They can come from any number of clearance
7 sources. Anybody who is cleared to be in the spaces
8 or have access to that type of material if they note
9 a suspected violation, they -- each individual has an
10 obligation to report to the security office, and then
11 we take it from there.

12 Q. And is there any sort of training at the it
13 institutional level on what should be reported and
14 when and to whom?

15 A. Every cleared --

16 MS. SEEMAN: Objection. Hold on. Objection
17 to form. You can go ahead and answer, Mr. Rowe.

18 THE DEPONENT: Okay. Thank you.

19 A. Every cleared individual goes through
20 initial and annual training in all aspects of all the
21 security disciplines to include how to report a
22 potential violation.

23 Q. (By Mr. Wareham) And in general for someone
24 not part of the security team, you know, your average
25 HNCO personnel, where do they submit complaints?

1 A. They submit it directly to the security
2 office.

3 Q. And are any records kept as part of the
4 security office complaint?

5 A. A lot of it comes from memorandums, a
6 record, or e-mails.

7 Q. And is there like an e-mail box, like an
8 e-mail group box that receives these complaints?

9 A. Yes.

10 MS. SEEMAN: Objection to form. You can
11 answer.

12 A. Yes.

13 Q. (By Mr. Wareham) All right. Well, I
14 noticed you were somewhat waiting on answering that
15 question. Can you explain what was going on there?

16 A. Since it's in my first one, I just want to
17 be careful of what level of detail I give as to not
18 to go outside the lines of testimony.

19 Q. Okay. So can you -- can you clarify? The
20 objection kind of stepped on your answer. Is there
21 an actual box, like a group box, that those
22 complaints are submitted to, or is it an individual
23 e-mail address?

24 A. There is both.

25 Q. Okay. And most commonly where do you see

1 complaints come in in general?

2 A. To the security office inbox.

3 Q. Online submission sources like a web portal
4 or anything like that?

5 A. Not to my knowledge, no, not as such.

6 Q. Okay. And once you get this -- this
7 complaint, this initial complaint, can you describe
8 the staffing that your -- that your department does
9 to staff up on a complaint?

10 MS. SEEMAN: Objection to form. You can
11 answer, Mr. Rowe.

12 THE DEPONENT: Thank you.

13 A. We -- like I said stated, before we inform
14 the material leader or the head of that branch and
15 Air Force OSI PJ.

16 Q. (By Mr. Wareham) Okay. Is there any form of
17 like initial qualitative assessment of the complaint,
18 or does every complaint get forwarded in that manner?

19 A. Every alleged has to be forwarded, and we
20 then take MFRs. So we have something written that
21 states, you know, what the complaint's about or what
22 the suspected incident is about.

23 Q. Okay. And once it gets reported to the
24 material leader or OSI, are you familiar with what
25 they do with it?

1 THE DEPONENT: May I answer?

2 MS. SEEMAN: Yes.

3 A. Okay. At OSI we do what's called a security
4 incident report, and we give as much facts of what
5 has been reported to us in a form on a separate
6 network to OSI PJ. And we also inform the material
7 leader. And together it's made a determination
8 whether there should be a preliminary inquiry
9 conducted.

10 Q. (By Mr. Wareham) And you kind of
11 presupposed my next set of questions. So that's
12 great.

13 When you meet together like that, is there
14 any term for that kind of initial meeting when you
15 initially coordinate on a complaint?

16 A. Not specific term, no.

17 Q. What are the different options available to
18 the progression of a complaint arising from that
19 meeting?

20 MS. SEEMAN: Objection to form. You can
21 answer, Mr. Rowe.

22 A. Sir, can I have you clarify your question
23 please?

24 Q. (By Mr. Wareham) Sure. So you mentioned
25 that a preliminary inquiry is one option, right, in

1 your last answer? Do you recall that?

2 A. Yes, I do.

3 Q. What are the other options besides a
4 preliminary inquiry?

5 A. The other options could be a minor security
6 infraction where there's just statements or MFRs
7 gathered, and possibly -- depends on the
8 determination of OSI PJ and the material leader to
9 whether it's retraining or documented as an
10 infraction as such.

11 I very rarely see those. Most -- 99 percent
12 of the time they do an inquiry just to gather
13 complete facts.

14 Q. And can you describe what the preliminary
15 inquiry process is in general?

16 A. There is -- once a material leader makes a
17 determination for a preliminary inquiry, they choose
18 that inquiry official. They are formally appointed
19 by memorandum, by letter which I do have copies of
20 with me.

21 And then that individual is briefed by our
22 office on the basic information or synopsis of the
23 inquire and is given a continuity book as far as how
24 to write the template for a report, points of contact
25 to reach out to do the inquiry. And then they look

1 into the matter with all possible personnel they need
2 to talk to or interview or take statements from to
3 gather all the facts.

4 Q. And once that -- the facts have been
5 gathered, do you what, if any, document or product
6 they produce after a preliminary inquiry?

7 A. They do produce a preliminary inquiry report
8 that is reviewed just for technical by our office to
9 make sure it meets the template standard. And then
10 it goes to material leader for his review or her
11 review. And then off to AFOSI PJ for final. And
12 then any recommendations between material leader and
13 AFOSI is made part of that entire report.

14 Q. All right. So I want to the drill down a
15 little bit on that process. It sounds to me like a
16 draft report is initially generated and sent to your
17 office for review, as well as OSI; is that correct?

18 A. Those go to -- sometimes it goes to OSI for
19 a draft review. Sometimes it doesn't. It depends on
20 the agent. We do a draft initial review, and the
21 material leader also does a draft initial review.

22 Q. All right. So how are those draft reviews
23 usually submitted?

24 A. Usually based on the level of the case on
25 the appropriate network.

1 Q. And when you say appropriate network, can
2 you describe what networks those may be?

3 A. I cannot in detail, sir. I do apologize.

4 Q. What is restraining you from describing
5 those in detail?

6 A. Those are special access program cleared
7 networks.

8 Q. Okay. Are the -- can I use the term SAP to
9 mean special access program?

10 A. You can.

11 Q. Okay. Are those SAP networks themselves
12 unacknowledged?

13 THE DEPONENT: Ms. Seeman?

14 MS. SEEMAN: I -- can we put the witness in
15 just a different room?

16 MR. WAREHAM: Sure.

17 MS. SEEMAN: So the attorneys can discuss
18 this?

19 MR. WAREHAM: We'll go off record.

20 MS. SEEMAN: Okay. Thank you.

21 THE VIDEOGRAPHER: The time is 10:23. We
22 are going off the record.

23 (A recess was taken from 10:23 to 10:33
24 a.m.)

25 THE VIDEOGRAPHER: The time is 10:33. We

1 are back on the record.

2 MS. SEEMAN: So, Counsel, before you start
3 asking questions I just want to make a statement for
4 the record.

5 So it's our position that this sort of
6 questioning about networks and stuff exceeds the
7 scope of topic 17. However, to the extent that it's
8 implicated in another topic, Air Force Life Cycle
9 Management Center is prepared to designate another
10 witness to answer questions about these networks.
11 But based upon a security concern, Mr. Rowe cannot
12 answer those questions today.

13 And I'm not sure if you're speaking, but I
14 cannot hear you.

15 MR. WAREHAM: I believe the current state of
16 the questions are where is the reports generate --
17 where are the reports generated submitted, the draft
18 reports submitted.

19 And so it's your position that from there,
20 the Government will designate a supplemental to
21 answer where the draft reports are submitted, what
22 networks they're submitted on?

23 MS. SEEMAN: No. To the extent you're
24 asking this witness to identify special access
25 program networks, based on a security concern, he's

1 not able to do that.

2 But to the extent that that is implicated by
3 another topic or if we want to be discreet moving
4 forward on this topic about which network was used
5 specifically or what networks are available to submit
6 draft reports on, we are happy to designate another
7 witness to testify about that.

8 MR. WAREHAM: Okay.

9 MS. SEEMAN: But this witness cannot do so
10 today.

11 MR. WAREHAM: So specifically I will reserve
12 the question what networks are draft reports eligible
13 to be submitted on for a later 30(b)(6) designee then
14 for the record.

15 MS. SEEMAN: Yes.

16 Q. (By Mr. Wareham) Okay. So let's go back to
17 just the draft process. They're submitted on one of
18 many networks at which point what happens with the
19 drafts normally?

20 A. So they're reviewed for technical competence
21 and formatting and then forwarded to the material
22 leader, OSI for review and approved.

23 Q. And can you tell me who does these reviews?
24 Like specifically who is doing the reviews on this
25 that you describe?

1 A. Normally it's anyone in our security office
2 to include myself. I did not review this particular
3 one. Two other staff members did review this and
4 forwarded it over per my direction.

5 Q. And are you familiar with what happens with
6 the draft reports after your office has conducted the
7 review and it's forwarded to the material leader?

8 A. The material leader does do a review and
9 recommends any corrections. And that's where he
10 works directly with the inquiry official to go to --
11 go final with the report based on what he requires of
12 it and OSI requires of it. And then it is signed by
13 the inquiry official and by the material leader.

14 I'm going to look -- if you don't mind, I'm
15 going to look at a report. Do I need to state the
16 number at the bottom right?

17 Q. When you're saying you're going to look at a
18 report, you're going to look at this specific report
19 for this case?

20 A. Yes.

21 Q. Okay. Let's get to that in a second. Help
22 me keep my train of thought around just the general
23 process.

24 A. Okay.

25 Q. We'll downshift to that in a moment. So

1 during the draft submission technical review,
2 material leader review are there normally documents
3 like going back and forth via e-mail networks during
4 those reviews; or is it just like a -- is it back and
5 forth; or is it kind of unilateral? What's going on?

6 A. It's kind of unilateral. There are
7 supporting documents with statement taken or memos
8 for record. Anybody the inquiry official discusses
9 the case with.

10 Q. And does anyone in that process use like the
11 Microsoft Word red line approach or some edits or
12 comments in the draft reports?

13 A. Honestly I'm not sure if they do or not.

14 Q. Okay. All right. And then after in general
15 the material leader gets the final report with the
16 investigating officer, what occurs then?

17 A. It's forwarded to AFOSI, and AFOSI PJ makes
18 the final determination of the outcome of the inquiry
19 and any corrective action that needs to be taken in
20 concurrence with the material leader.

21 Q. Okay. And just to clarify, when you say PJ,
22 what does that stand for?

23 A. Oh, boy. I looked it up one time. It's
24 just an office symbol for the section of Air Force
25 office of special investigations which is -- which

1 handles special programs enforcement. So we call
2 them the PSO or program security official.

3 Q. Okay. Help me understand a little bit
4 because this digresses from my understanding. Are
5 you saying that Air Force OSI is the kind of final
6 adjudicator of the preliminary inquiry?

7 A. They're the final determinator, yes, as far
8 as we know, yes.

9 Q. Okay. And what are those determinations --
10 what are the eligible determinations that they can
11 make?

12 A. It's -- sir, it's based case by case. I
13 don't -- I can't speculate on all of their processes
14 on making a final adjudication or determination.

15 Q. Okay. Do they send any sort of
16 documentation back to your office following whatever
17 determination they make?

18 A. Again, it is case by case. Sometimes they
19 do. Sometimes they don't. We are notified of a --
20 of when the case is closed. They've made their final
21 determination. And if any of the recommendations or
22 any actions taken as they determine requires our
23 office, then we're notified at that time case by
24 case.

25 Q. Are there any other databases that are being

1 updated to your knowledge during this process?

2 A. Not to my knowledge.

3 Q. Have you heard of the system called JPAS?

4 A. It used to be a system. They now DISS.

5 Q. What are those systems, and do you know what
6 those two acronyms stand for, JPAS and DISS?

7 THE DEPONENT: JPAS -- Ms. Seeman, I can
8 answer this?

9 MS. SEEMAN: Yes. I'll just -- I'm not sure
10 how this fits into the scope, but you can go ahead
11 and answer, Mr. Rowe.

12 A. Oh, just for the record, I'm a bit old.
13 I've been doing this a long time. So I hope I get
14 these right.

15 JPAS was the Joint Personnel Adjudication
16 System where we looked up clearances, and now it's
17 replaced with Defense Investigative Security System
18 which is DISS.

19 Q. (By Mr. Wareham) All right. Are those
20 databases updated during any of those security
21 processes?

22 A. I will say by policy they should be
23 annotated whenever an individual in those databases
24 had been pointed out as having a security incident or
25 inquiry looked into. But it also depends on, you

1 know, the special security office that's maintains --
2 owns their records.

3 Q. All right. And when you say by policy they
4 are annotated, what kind of annotations are you
5 saying -- are you talking about?

6 A. There is just a specific annotation as a
7 drop down or a field you put in to note that there is
8 a security incident initiated on that date.

9 Q. Okay. Are any -- like is the report or any
10 documents uploaded into that annotation?

11 A. Most times, no, sir.

12 Q. Okay. By policy, should there be?

13 A. Give me a second. I will try to go over in
14 my head. I don't believe so. I'm having a hard time
15 recalling. I know just the incident itself is
16 reported. Normally anything related to an inquiry is
17 outside of those databases.

18 Q. And for your office, who is the person
19 charged with updating the annotations?

20 A. I did have somebody on staff who did ran
21 personnel security.

22 Q. Okay. And was that person used in Dr.
23 Roysdon's case?

24 A. Yes.

25 Q. What was the name of that person?

1 THE DEPONENT: Ms. Seeman, am I allowed?

2 MS. SEEMAN: Yes. Mr. Rowe, you'll know
3 when I instruct you not to answer.

4 A. Th individual's name is Richard Ranft. He's
5 no longer with the Government right now.

6 Q. (By Mr. Wareham) Okay. So I think --
7 anything else occur in the general process following
8 OSI action on final determination? Does anything
9 else happen in that process?

10 A. No, that that I can be aware of.

11 Q. Is there ever a point where based on their
12 determination the clearance is suspended or revoked?

13 A. Not by our determination. They are, like I
14 said, case by case if there could be made a
15 determination. Then the appropriate authority will
16 make any suspension or revocation of the clearance or
17 access.

18 Q. And who is the appropriate authority that
19 you're describing?

20 A. Sir, honestly it's case by case. It depends
21 on what accesses are being revoked or suspended.

22 Q. Okay. Have you ever heard the term "OPM."

23 A. Office of Personnel Management, yes, sir.

24 Q. What is their role in post security incident
25 reporting or determinations?

1 A. I'm not aware --

2 MS. SEEMAN: Objection to form. You can
3 answer.

4 MR. WAREHAM: To be clear, that was an
5 objection on the record for form?

6 MS. SEEMAN: Yes.

7 Q. (By Mr. Wareham) Okay. You're not aware of
8 that?

9 A. No.

10 Q. Okay. Are you aware whether or not security
11 violations are forwarded to OPM for action?

12 A. No.

13 Q. All right. So let's go then -- I think that
14 is the extent of the general. So let's go to Dr.
15 Roysdon, who is also known in the complaint as Dr.
16 Roe, and the specific process employed there. In
17 general was the process that you described employed
18 with respect to Dr. Roysdon?

19 A. Yes.

20 Q. Can you please describe the steps that were
21 taken in Dr. Roysdon's case?

22 A. Yes. We -- our office was notified by HNCO
23 personnel of a potential incident. So we then
24 immediately informed the material leader and AFOSI
25 PJ. And then a security incident report was

1 generated by our office to OSI PJ on those
2 circumstances, on the general circumstances of that
3 as required on their form.

4 Q. Okay. And when you said reported by HNCO --
5 personnel at HNCO, do you know who made this report?

6 A. To the best of my knowledge, yes.

7 Q. Who was that?

8 A. At the time it was Captain William McVeigh.

9 Q. Okay. Do you know how this report was made?

10 A. Initially verbally.

11 Q. Do you know who received the report?

12 A. Mr. Richard Ranft who then disseminated it
13 over to me to make -- just for awareness.

14 Q. All right. And how did Mr. -- and I
15 mispronounced his name before -- Mr. Ranft --

16 A. Ranft.

17 Q. Ranft, how did he report it over to you?

18 A. He told me verbally.

19 Q. Okay. Do you recall what he told you?

20 A. No, sir, I do not exactly.

21 Q. All right. And so following the verbal
22 report, what was your department's actions after the
23 verbal report?

24 A. To notify -- excuse me, to notify the
25 material leader and to notify AFOSI PJ.

1 Q. And do you know what the nature of the
2 report was? What was reported as a security
3 violation?

4 A. From my recollection, the nature of it is
5 there was an individual who was cleared as an NSA
6 employee and was attending a briefing on a program as
7 an industry contractor where he was not cleared.

8 Q. Okay. And can you describe that process --
9 or not process. But if, say, somebody was cleared on
10 one thing but not cleared on another, can you
11 describe some more detail around that?

12 MS. SEEMAN: I'm going to object just about
13 being outside of the scope of topic 18. The witness
14 can answer in his personal capacity.

15 A. Can you repeat the question please?

16 Q. (By Mr. Wareham) Yeah. Just one moment.

17 MR. WAREHAM: So, just to be clear, I'm not
18 just limiting all questions to 18. I believe that is
19 in scope within 6. So would you -- do you revise
20 your objection on that basis?

21 MS. SEEMAN: Counsel, yes. However, just to
22 keep things straight on our end, especially because
23 we do have additional designees for things, if you're
24 going to switch between topics, it would be helpful
25 to me keeping track of all of these to note that

1 before you flop around. Is that fair?

2 MR. WAREHAM: That's fine. I'll do my best.

3 MS. SEEMAN: Thank you.

4 Q. (By Mr. Wareham) So briefly going under 6
5 to understand the restrictions or the nature of the
6 security violation, can you describe what the --
7 what, if any, guidelines or policies exist around the
8 issue of one person having -- a person having a
9 clearance on one issue versus a clearance on another
10 issue, that issue that you -- this is terrible. Let
11 me rephrase. See, I told you it was going to happen.

12 So, look, in your testimony you described
13 that the security violation involved Dr. Roysdon or
14 an individual having access to spaces under one
15 clearance level and not other clearance reason to
16 access. Can you describe what that means in general
17 and what guidelines or SOPs govern that problem?
18 Does that make sense what I said?

19 A. Yes.

20 Q. Okay. Are you able to answer that question?

21 MS. SEEMAN: I'm still going to object to
22 form. But, Mr. Rowe, you can answer.

23 A. In general we follow a DOD 5205.07, which is
24 the security guideline, and the JADE SOP, standard
25 operating procedure. That's the database that has

1 those clearances.

2 When visit requests are sent, they're
3 validated for the visitor who cleared them and who
4 they're cleared under, what agency, if they're
5 industry or Government or military. And that's how
6 we validate the clearance.

7 So then we validate the clearance for the
8 visit. And then if they then gain access and they
9 are -- it is determined that they are engaging in
10 level of access classified conversations not as they
11 were sent for their clearance, then there's where a
12 violation occurs.

13 Q. (By Mr. Wareham) Okay. So if I'm
14 understanding your testimony -- I just want for
15 clarity of the record -- if somebody is employed in
16 one capacity and has a clearance in that capacity,
17 the guidelines and SOPs restrict that same individual
18 having the same access on their original capacity for
19 a second job; is that right? Is that what you're
20 saying?

21 A. No, sir.

22 Q. Yeah. Please clarify -- try to simplify it
23 for somebody as simple as I am.

24 A. Okay. If -- if you're -- in general if
25 you're cleared for special access as a Government

1 employee --

2 Q. Yeah.

3 A. -- and you gain access as a Government
4 employee, and you engage in discussions or
5 conversations at those clearance levels but you are
6 not in the capacity as a Government employee but as,
7 let's say, an industry employee where you don't have
8 those accesses, you're not cleared for that, as an
9 industry employee, that's where the incident occurs.

10 Q. Okay. And, again, where do those -- where
11 are those rules kept? What SOPs and guidelines
12 control that?

13 A. So we have the DOD 5205.07 which is the
14 Department of Defense guidelines for SOP operations,
15 and we have our own standard operating procedure for
16 our facility which reiterates a lot of those
17 guidelines for our facility, and then the database
18 where those accesses are passed have its own SOP on
19 how we -- how we work the database.

20 Q. And in any of those resources that you
21 described, is it clearly defined this Government
22 employee versus industry employee problem?

23 A. I will take a pause just to gather my
24 thoughts on this.

25 Q. Yeah. Do you what you need.

1 A. Specifically it would be the JADE SOP
2 because the JADE SOP states looking the folks up in
3 the JADE and validating what category they're in for
4 those accesses.

5 Q. Okay. And the JADE SOP is held by what
6 agency or at what level?

7 A. I'm trying to remember. Whoever -- I'll
8 apologize. I don't recall specifically who manages
9 or runs the JADE database itself. It might be what
10 we call the SAPCO, which is the high level of office
11 on the East Coast.

12 Q. Okay. All right. Well, let's -- for now
13 let's go back to the 16 question, the one
14 specifically dealing with the specific processes
15 employed for Dr. Roysdon.

16 So I think we're at the point where a
17 security violation is alleged. From there, you have
18 some coordination with Mr. Ranft. What happens after
19 that.

20 A. The inquiry official is appointed, and he
21 runs his inquiry and drafts a memorandum -- or a
22 report itself based on the personnel he had talked
23 to, and he makes a recommended conclusion from the
24 facts and a recommendation to the material leader and
25 OSI on the case.

1 Q. And if I'm understanding your answer, that's
2 the process that was followed in this particular
3 case?

4 A. Yes, sir.

5 Q. Are you aware of the outcomes and
6 determinations made in this process?

7 A. Only from what I can read from the report
8 itself.

9 Q. That's fine. Go ahead. Are you able to
10 answer that having reviewed the report?

11 A. The last statement note, the inquiry
12 official's report?

13 Q. Yeah. What determination -- what was final
14 determination made in this case?

15 A. This is his conclusion, and I said he's
16 gathering facts, he or she would be gathering facts
17 and making a recommended conclusion to material
18 leader and OSI.

19 Q. And what was the conclusion made?

20 THE DEPONENT: Counsel, can I confirm
21 that --

22 MS. SEEMAN: Yeah, Mr. Rowe, you can read
23 the conclusion from the document that's in front of
24 you. Just for the record, what are the numbers down
25 in the corner of the document that you're looking at?

1 THE DEPONENT: I'll state US 000176.

2 MS. SEEMAN: Thank you.

3 A. So I will read from paragraph 5A. Dr.
4 Roysdon when accessing -- accessing classified
5 program information was acting in an official
6 capacity as an industry employee with proper
7 clearances. Conversely, when acting in the capacity
8 as a subcontractor, Dr. Roysdon did not have or have
9 access to classified information as indicated.
10 Therefore, no compromise of classified information
11 occurred.

12 Q. (By Mr. Wareham) Okay. And as the security
13 manager 30(b)(6) person, did this necessitate any
14 further action against Dr. Roysdon?

15 A. Sir, the best answer I can give you is we
16 reviewed that, and it's forwarded to AFOSI cases, and
17 they make any -- to close the case or they make it
18 their own determination as far as any further
19 actions, sir.

20 Q. Okay. Do you know if any further actions --
21 well, do you know if there were any endorsements by
22 your office or any forwarding related for this
23 report?

24 MS. SEEMAN: Objection to form. You can
25 answer, Mr. Rowe.

1 THE DEPONENT: Thank you.

2 A. The report itself when it was filed, it is
3 forwarded over to AFOSI PJ.

4 Q. (By Mr. Wareham) Are you aware of whether
5 or not the complaint process was closed out at your
6 level with respect to Dr. Roysdon?

7 A. I am not aware, sir.

8 Q. Are you aware of any further information
9 relevant to this particular investigation?

10 MS. SEEMAN: Objection to form. You can
11 answer.

12 THE DEPONENT: I can answer? Thank you.

13 MS. SEEMAN: Yes.

14 A. I know that in August of 2020, that same
15 year, Dr. Roysdon was debriefed from program accesses
16 by AFOSI PJ.

17 Q. (By Mr. Wareham) Do you know why?

18 A. I do not know, sir. Only that he was
19 debriefed.

20 Q. Okay. Anything else -- any other details
21 that I have failed to ask with respect to this
22 specific investigation?

23 MS. SEEMAN: Objection to form. You can
24 answer, Mr. Rowe.

25 A. Not to my knowledge, sir.

1 Q. (By Mr. Wareham) Could you please list all
2 documents that were created as part of this specific
3 process?

4 MS. SEEMAN: Go ahead, Mr. Rowe.

5 A. As of the documents that I have printed in
6 front of me that I was made aware of, the inquiry of
7 security incident, there is a memo for record from
8 Colonel Jared Ekholm, update on the D254 status of
9 Fibonacci, some e-mails back and forth between
10 Special Agent Alan Beal and Captain McVeigh and
11 myself and Mr. Richard Ranft, an e-mail setting up
12 the initial brief for the inquiry official by Mr.
13 Jose Morin, another one of my staff members.

14 The appointment of the inquiry official.
15 There's some e-mails from Colonel Ekholm to Mr.
16 Robert Brown, the head of our contracting department.
17 I do have a redacted version of the SOP format two
18 which is the briefing and debriefing Dr. Roysdon.
19 Communication between Richard Bremer, the inquiry
20 official, and Colonel Ekholm I was cc'd, requesting
21 an extension for his report, and there's an
22 unclassified e-mail track between SAP AQL and AFOSI.

23 Q. (By Mr. Wareham) All right. And can you
24 tell me of those documents that you just recited,
25 what are the numbers on the bottom --

1 A. Right.

2 Q. -- bottom right for each of those documents?

3 A. The one I just mentioned was US 000266.

4 This is the e-mails between SAP AQL and Special
5 Agency Beal. US 000106 is the memo for record from
6 Colonel Ekholm on the 254 status. US 0000739 e-mail
7 trail between Colonel Ekholm and Mr. Robert Brown.
8 US 0000745 request for extension e-mail from Richard
9 Bremer to Colonel Ekholm. US 000057 and 58 which is
10 the SOP format two briefing and debriefing form. US
11 0000742 e-mail trail, again, to Mr. Brown from
12 Colonel Ekholm. US 000741 appointment of inquiry
13 official.

14 See if this is right page. I apologize.

15 Q. No problem.

16 A. Inquiry security incident report US 0000175.
17 E-mail between Special Agent Beal and Captain McVeigh
18 acknowledging the e-mail was sent on the system
19 that's US 0000251. And between Joseph Morin, from my
20 staff, to inquiry official Richard Bremer setting up
21 a time for his initial brief that's US 0000756.

22 Q. All right. Thanks for doing that. All
23 right.

24 We'll go back now -- oh, actually as related
25 to -- well, I want to make sure I'm detailing this

1 right. So it's a little bit of overlap between 18
2 with specific steps taken and then number 5 the
3 timeline of the specific steps taken.

4 Do you recall -- do you know the timeline --
5 do you know when Captain McVeigh's oral complaint
6 came in, what date that was?

7 A. I do not recall the date, sir. I apologize.

8 Q. Okay. Is there any sort of documentation or
9 communication with the person who received the
10 complaint as to what date might have occurred?

11 A. Not to my knowledge, sir.

12 Q. Can you -- do you know if whether it was in
13 August of 2020 or not?

14 A. I could speculate, sir, but I don't know the
15 exact date.

16 Q. You don't recall, okay.

17 A. My I expand on my answer?

18 Q. Sure. Go ahead. Absolutely.

19 MS. SEEMAN: Yes. Yes.

20 A. Just from all the documentation we have
21 already gone over, most of these occurred in August
22 of 2020. So I would assume all of this initiated in
23 August of 2020.

24 Q. (By Mr. Wareham) All right. What are the
25 normal timelines that you seek to adhere to in these

1 kind of situations?

2 A. The normal timeline when an incident is
3 reported, right, there is usually a two- to three-day
4 timeline to have that -- to report that to the proper
5 authority. In this case the material leader and
6 appointed inquiry official.

7 Q. Have you reviewed any documentation that
8 would lead you to believe that this timeline wasn't
9 followed?

10 A. No, sir, I have not.

11 Q. All right. So to clarify, would the
12 remainder dates and times regarding the timeline of
13 Dr. Roe's specific incident, would that be contained
14 in those documents that you just listed?

15 A. For the most part, yes, sir, I think it
16 would be.

17 Q. Is there anything that you can think of that
18 wouldn't be included in those documents relevant to
19 the timeline?

20 A. Not to my knowledge, sir.

21 Q. Okay. So let's -- let's go to -- back to
22 number 6. I want to make sure that we are maximally
23 capturing the different SOPs, guidelines, and
24 policies that exist relevant to this issue.

25 So you would previously listed a DOD

1 instruction, and then the instruction you described
2 as JADE, and then some other SOPs.

3 Would you just briefly list again as much as
4 you can the specific title of each regulation or SOP
5 or guidelines that's relevant to this -- this issue?

6 A. So as best I can the titles -- like I said,
7 I am aging. So I apologize.

8 Q. Don't worry.

9 A. The DOD 5205.7 which contains four volumes
10 which is the DOD special access program guidelines.
11 I don't know if that's the exact title, but that's
12 pretty much what it is.

13 JADE is a database used for passing and
14 validating and gathering special access program
15 clearance and accesses. Like I said, I believe the
16 SAPCO they came out with a JADE standard operating
17 procedure, SOP, on how to operate that database and
18 the rules thereof.

19 We have our own standard operating procedure
20 or SOP for our facility. We're no longer at that
21 facility but for that facility and every facility we
22 have standard SOP which kind of expounds on the DOD
23 guidance on how we specifically execute and conduct
24 business under those guidelines for any particular
25 facility.

1 Q. All right. Are there any others that you
2 can think of either by general or specific
3 description that would control the Dr. Roysdon case?

4 A. No, sir.

5 Q. Do each of those that you listed, do those
6 lay out the roles, duties, investigative steps, and
7 reporting requirements of a security manager?

8 A. It does.

9 Q. Are you aware of any variance from those
10 guidelines, SOPs, or regulations with respect to how
11 Dr. Roysdon's case was handled?

12 A. No, sir.

13 Q. So to your knowledge, it was all handled as
14 it should have been?

15 A. To the best of my knowledge, yes, sir.

16 Q. All right. Do you know if any of those
17 SOPs, guidelines, or policies are public facing
18 documents or if they're internal documents?

19 A. Standard operating procedures are usually
20 what used to be for official use only or now as
21 controlled unclassified information. The DOD
22 regulations pretty much are public.

23 Q. And just to clarity for the record, was
24 there a point where in this timeline that something
25 you would have labeled FOUO or for official use only

1 and then changed to CUI or controlled unclassified
2 information; or did that occur before this?

3 A. I'm trying to think back on when CUI
4 officially replaced FOUO.

5 Q. I'm trying to too. But for the record I'm
6 wondering if you know.

7 A. I don't know off the top of my head, sir. I
8 would be speculating.

9 Q. All right. Okay. So let's move over to
10 number 4, all actions related to Dr. Roe's security
11 clearance transfers between HNCO and NSA, including
12 records, communications.

13 Are you familiar with the process of
14 bringing Dr. Roysdon in as a contractor with respect
15 to his clearance at NSA?

16 A. Could I ask for the statement or the
17 question to be reframed because --

18 Q. Sure.

19 A. -- it's kind of crossing lines there.

20 Q. Okay. So that I can frame the question
21 right, what lines are we crossing there?

22 THE DEPONENT: May I repeat, Ms. Seeman?

23 MS. SEEMAN: Yes.

24 A. You said -- your question was to the process
25 to -- for NSA passing over the clearances for Dr.

1 Roysdon as a contractor.

2 Q. (By Mr. Wareham) Yes. I can see why maybe
3 that was a confusing question.

4 So, I mean, brass tax, at some level here
5 the analysis of this was that he was accessing
6 classified information as -- that Dr. Roysdon was
7 accessing classified information as an NSA employee
8 and not a contractor. That's the core issue, right?

9 A. If I may clarify from what I know of the
10 case, he was cleared through the proper database for
11 programs as a visit access request, or VAR, from NSA
12 as a Government employee.

13 Q. Okay. Perfect. So that's the process I
14 want to describe -- specifically address is is how
15 did that visitor access request process -- how did
16 that go down in this particular case, or how was it
17 processed?

18 A. It is send via JADE, and our personnel
19 security person see that, validate that, make sure
20 everything is correct, and the promote accesses. It
21 is validated every visit has a point of contract.
22 And the Government point of contact then says, yes,
23 I'm expecting this visitor, and then it's validated
24 by them. And then it's put on a roster that we keep.

25 So when the visitor shows up, we look it up

1 on the roster that has clearance. And there's no
2 prohibited item and stuff like there, and they're
3 given the appropriate guidance for access.

4 Q. Okay. So were there parts -- were there
5 points in this timeline where Dr. Roysdon was
6 submitted as a visitor to HNCO with attached
7 clearances from NSA versus a contractor? Is that how
8 that worked?

9 A. From what I understand, like I said, I let
10 my staff, you know, do their -- they're the subject
11 matter experts.

12 Q. Of course?

13 A. His visit came across for Dr. Roysdon as an
14 NSA Government employee, and that's how he was
15 cleared for access to those programs.

16 Q. I understand. Was that an appropriate way
17 to clear him given his status at HNCO?

18 MS. SEEMAN: Objection to form. You can
19 answer.

20 THE DEPONENT: I can answer, ma'am?

21 MS. SEEMAN: Yes.

22 A. When we see a visit come across and he meets
23 all the criteria, the visit was sent, he's Government
24 employee, he's cleared for these things, and we know
25 that Government entity owns those accesses, and we

1 validate that, and then check with the POC, to our
2 knowledge, that is cleared and vetted visit, yes.

3 Q. (By Mr. Wareham) So I understand that's
4 like the normal situation. But if I'm understanding
5 problem here is do you know if that visit request was
6 submitted when he was actually working as a
7 contractor and not for NSA?

8 A. As far as we can tell and as far as what we
9 see in there, he was a Government NSA employee.

10 Q. Okay.

11 A. His contractor status did not come into
12 question. It wasn't a factor. He was -- the visit
13 was sent as an NSA employee.

14 Q. Okay. And it's the nature of the visit
15 request that kind of governs his access, is that what
16 I'm understanding?

17 A. Yes, sir.

18 Q. Do you know who submitted the visit request?

19 A. No, sir, I do not.

20 Q. Would there be a record in JADE who
21 submitted the visit request?

22 A. It's possible, but I'm not 100 percent sure
23 the records go back that far.

24 Q. And when you say go back that far, how far
25 do they go back to?

1 A. I'm not exactly sure. I know a lot of the
2 visits that are in there once they're vetted, they
3 fall off over a certain period. I think it's 30
4 days, but I can't be completely sure.

5 Q. Okay. And in far as you've reviewed the
6 documents, the visit request for him as an NSA
7 employee was properly requested and approved?

8 A. Yes.

9 Q. And -- okay. Was there any other relevant
10 information related to that visit request process
11 that you know about but I haven't asked?

12 A. No, sir.

13 MR. WAREHAM: All right. If you will
14 indulge me ever so for a moment please, I'd like to
15 go off the record here for about 5, 10 minutes,
16 confer with my team; and then I'll come back on.
17 Okay?

18 MS. SEEMAN: No objection.

19 THE VIDEOGRAPHER: The time is 11:16. We're
20 going off the record.

21 (A recess was taken from 11:16 to 11:21
22 a.m.)

23 THE VIDEOGRAPHER: The time is 11:21. We
24 are back on the record.

25 Q. (By Mr. Wareham) All right. I have one

1 final question or set of questions around JADE. Who
2 is able to put in visitor requests into JADE?

3 A. Normally it would be an array depending on
4 if it's industry security professionals, Government
5 security professionals, could be a program manager,
6 it would be a SPO, which is a special program
7 official, personnel security specialist. It could be
8 an array of folks based on their specific duties.

9 Q. All right. Would an individual be able to
10 put in their own visitor request?

11 A. No, sir.

12 Q. And so it has to come from someone else?

13 A. Yes, sir.

14 MR. WAREHAM: That's the end of my questions
15 for you at this time. DOJ may have some follow ups.

16 EXAMINATION

17 BY MS. SEEMAN:

18 Q. I just have one question for you, Mr. Rowe,
19 earlier you testified about VARs in JADE, and you
20 said that every visit has a point of contact, a POC.
21 Do you know who was the POC for Dr. Roysdon's visit?

22 A. I believe for this visit was Dan Brown,
23 Daniel Brown.

24 MS. SEEMAN: Okay. Nothing further from the
25 Defendants.

1 MR. WAREHAM: All right. Quick follow up on
2 that.

3 FURTHER EXAMINATION

4 BY MR. WAREHAM:

5 Q. So the POC for a visitor request would that
6 likely be the same as the submitter?

7 A. No, sir.

8 Q. Okay. Can you describe how that's
9 different, how those can be different?

10 A. So if someone is in point A where they work
11 and they're going to visit point B, so whoever it at
12 point A who holds access to the clearances, a
13 security official, a POC, whoever would submit the
14 request over to point B, and there is a Government
15 point of contact at point B who will receive a
16 visitor for whatever specific meeting, discussion,
17 project, whatever they're doing at point B.

18 MR. WAREHAM: Okay. All right. I think
19 that's all I have. Thank you very much.

20 THE VIDEOGRAPHER: The time is 11:24. We
21 are going off the record. This will conclude the
22 deposition for this witness.

23

24

25

1 WHEREUPON, the within proceedings were
2 concluded at the approximate hour of 11:24 a.m. on
3 the 21st day of April, 2025.

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1 * * * * * *

2 I, WILLIAM ROWE, do hereby certify that I
3 have read the foregoing transcript and that the same
4 and accompanying amendment sheets, if any, constitute
5 a true and complete record of my testimony.

6

7

Signature of Deponent

8

() No amendments

9

() Amendments attached

10

11 Acknowledged before me this _____ day of
12 _____, 20__.

13

14

Notary Public: _____

15

My Commission Expires: _____

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Seal:

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1 REPORTER'S CERTIFICATE

2 STATE OF COLORADO)
3) ss.
4 CITY AND COUNTY OF DENVER)

5 I, LINNEA BUSBY, Professional Reporter and Notary
6 Public, State of Colorado, do hereby certify that
7 previous to the commencement of the examination, the
8 said WILLIAM ROWE was duly sworn by me to testify to
9 the truth in relation to the matters in controversy
10 between the parties hereto; that the said deposition
11 was taken in machine shorthand by me at the time and
12 place aforesaid and was thereafter reduced to
13 typewritten form, consisting of 54 pages herein; that
14 the foregoing is a true transcript of the questions
15 asked, testimony given, and proceedings had. I
16 further certify that I am not employed by, related
17 to, nor of counsel for any of the parties herein, nor
18 otherwise interested in the outcome of this
19 litigation.

20 IN WITNESS WHEREOF, I have affixed my
21 signature this 8th day of May, 2025.

22 My commission expires October 28, 2028.

23 
24 Linnea Busby
25 Professional Court Reporter

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3 May 8, 2025

4 KATRINA SEEMAN, ESQ.
US DEPARTMENT OF JUSTICE, CIVIL DIVISION
5 950 Pennsylvania Avenue NW
Washington, DC 20530

6
7 Re: VIDEO 30(b)(6) DEPOSITION OF AIR FORCE LIFE CYCLE
MANAGEMENT CENTER REPRESENTATIVE BY WILLIAM ROWE
8 ROE v. UNITED STATES OF AMERICA, et al
Civil Action No: 5:22-CV-00869-JKP-HJB

9 The aforementioned deposition is ready for
reading and signing. Please attend to this
10 matter by following BOTH of the items indicated
below:

11 _____ Call 303-296-0017 and arrange with us
12 to read and sign the deposition in our
office

13 XXX Have the deponent read your copy and sign
14 the signature page and amendment sheets, if
applicable; the signature page is attached

15 _____ Read the enclosed copy of the deposition
16 and sign the signature page and amendment
17 sheets, if applicable; the signature page
is attached

18 XXX WITHIN 30 DAYS OF THE DATE OF THIS LETTER

19 _____ By _____ due to a trial date of _____

20 Please be sure the original signature page and
amendment sheets, if any, are SIGNED BEFORE A
21 NOTARY PUBLIC and returned to AB Litigation Services
for filing with the original deposition. A copy of
22 these changes should also be forwarded to
counsel of record. Thank you.

23
24 AB LITIGATION SERVICES

25 cc: All Counsel

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3

4

5 VIDEO 30(b)(6) DEPOSITION OF AIR FORCE LIFE CYCLE
MANAGEMENT CENTER REPRESENTATIVE BY WILLIAM ROWE
April 21, 2025

6 ROE v. UNITED STATES OF AMERICA, et al
Civil Action No: 5:22-CV-00869-JKP-HJB

7

8 The original deposition was filed with Jason Wareham,
9 Esq. on approximately the 8th day of May, 2025.

10

____ Signature waived

11

____ Signature not requested

12

13 _____ Unsigned; signed signature page and
amendment sheets, if any, to be filed at
trial

14

15 _XXX_ Unsigned; original amendment sheets and/or
signature pages should be forwarded to AB Litigation
Services to be filed in the envelope attached to the
16 sealed original

17

18 Thank you.

19 AB LITIGATION SERVICES

20 cc: All Counsel

21

22

23

24

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- AMENDMENT SHEET -

VIDEO 30(b)(6) DEPOSITION OF AIR FORCE LIFE CYCLE
MANAGEMENT CENTER REPRESENTATIVE BY WILLIAM ROWE

April 21, 2025

ROE v. UNITED STATES OF AMERICAN, et al

Civil Action No: 5:22-CV-00869-JKP-HJB

The deponent wishes to make the following changes
in the testimony as originally given:

Page	Line	Should Read	Reason
_____	_____	_____	_____
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Signature of Deponent: _____

Acknowledged before me this ____ day of _____,
20____.

(Seal) Notary's signature _____

My commission expires _____

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

CIVIL ACTION NO. 5:22-CV-00869-JKP-HJB

30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION OF
SECRETARY OF THE US AIR FORCE SPECIAL PROGRAMS
BY JOSEPH BURGHARD - 04/24/2025

DR. JOHN ROE,

Plaintiff,

V.

UNITED STATES OF AMERICA, et. Al.,

Defendant.

The 30(b)(6) VIDEOCONFERENCE AND VIDEO
DEPOSITION OF SECRETARY OF THE US AIR FORCE SPECIAL
PROGRAMS BY JOSEPH BURGHARD was taken by the Plaintiff on
April 24, 2025, commencing at the hour of 10:11 a.m., before
ROSIE STAHL, Shorthand Reporter and Notary Public within
and for the State of Colorado.

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2 A P P E A R A N C E S

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24 Also Present:

25 Dwayne Beuthel - Videographer

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I N D E X

EXAMINATION	PAGE
By Mr. Wareham	5
DEPOSITION EXHIBITS:	INITIAL REFERENCE
Exhibit 1 08/21/20 Memo, from Air Force/Jared Ekholm, Re: SUBJECT: (U) AFLCMC/HNCO Update on DO254 Status for Fibonacci (Bates US0000106)	Page 24

1 APRIL 25, 2025, 10:11 A.M. MT

2 P R O C E E D I N G S

3

4 THE VIDEOGRAPHER: All right. We
5 are on the record at 10:11 Mountain Time. Today is
6 April 24th, 2025. This is begins the 30(b)(6)
7 video deposition of the Secretary of the Air Force
8 Special Programs given my Joseph Burghard taken in
9 the matter of Dr. John Roe versus United States of
10 America, et al.

11 This deposition is being taken via
12 videoconferencing. The court reporter today is
13 Rosie Stahl. The videographer is Dwayne Beuthel.

14 Counsel, please introduce yourselves
15 and the parties you represent beginning with the
16 plaintiffs' counsel first.

17 MR. WAREHAM: Yeah, this is Jason
18 Wareham. I'm lead counsel for Plaintiff Dr. Roe.
19 I'm here along with John Hodges, cocounsel, and
20 Lance Henry.

21 MS. SEEMAN: And good morning or
22 afternoon, depending on where you are. I'm Katrina
23 Seeman. I'm joined by my cocounsel Joseph
24 Gonzalez, and we represent the government
25 defendants.

1 JOSEPH BURGHARD,

2 Being first duly sworn, was examined and testified
3 as follows:

4 EXAMINATION

5 BY MR. WAREHAM:

6 Q. All right. Hi, Mr. Burghard. This
7 is Jason Wareham, lead counsel for Plaintiff. I'm
8 going to just go through a few instructions and
9 clarifications.

10 First up, have you ever been deposed
11 before?

12 A. I have not.

13 Q. Oh, well, welcome to this
14 experience. It would follow then that you've never
15 been deposed specifically as a 30(b)(6) entity
16 witness, right?

17 A. That's correct.

18 Q. Okay. So today, a deposition is
19 a -- is a set of questions under oath like you just
20 took your oath similar to the degree of testimony
21 you need to tell the truth as in trial. There will
22 be questions by me. Some of them will be good
23 questions, some of them will be confusing questions
24 or unclear questions or questions that your counsel
25 sitting next to you there would -- will find

1 objectionable.

2 I'm sure that they will object at
3 times. That is part of the process. If they
4 object, just briefly pause so that we can be sure,
5 especially in a virtual deposition, that we record
6 for the record the objection.

7 Unless instructed not to answer by
8 any person, after an objection is given and
9 recorded on the record, you can still then answer
10 the question.

11 Is that clear as mud?

12 A. Yes, sir.

13 Q. Okay. Specifically, also today you
14 represent -- you're what's called a 30(b)(6)
15 witness. Has that been explained to you what that
16 is?

17 A. It has.

18 Q. Okay. What it essentially means is
19 that any answer that you give today has the
20 capability of binding the entity for whom you're
21 testifying. Can you clarify what entity you are
22 testifying for today?

23 A. Sure. I'm with the Secretary of Air
24 Force Special Programs or SAF/AQL.

25 Q. And just a little bit of

1 description, what are they responsible for? What's
2 their areas of influence and command?

3 A. SAF/AQL is responsible for special
4 programs within the Air Force. So we're an
5 acquisitional organization that manages those
6 services.

7 Q. So today as well given that some of
8 these topics may overlap with or move towards
9 classified information, I carry clearance. I have
10 responsibility to run classified information just
11 like you to do. I am not attempting to elicit any
12 classified response today.

13 So if any -- you know, obviously
14 we're in a nonsecure environment. If any question
15 that I ask tends to need an answer that is
16 classified or that you cannot answer, then please
17 just state for the record that that is the case and
18 we will move on from that. I may ask some more
19 questions around it, but -- and I'll only be
20 looking for what unclassified commentary you can
21 give specifically.

22 Does that make sense what I'm saying
23 there?

24 A. Sure thing.

25 Q. Okay. This is really not an attempt

1 to memory test you, to like trip you up, or
2 otherwise, you know, confuse -- confuse you. If
3 there's any question today that I -- that doesn't
4 make sense to you, feel free to say, "Hey, can you
5 repeat that," or "I didn't totally understand," and
6 I'll do my best to try to ask a better question.

7 And let's see, what else do we need
8 cover on there? I think that's -- I think that's
9 it. I want to cover just a little bit of
10 background getting into the substance now about
11 what you did to prepare.

12 Can you describe -- without
13 disclosing any particular communication between you
14 and any counsel, but can you describe what you did
15 to prepare for this deposition today?

16 A. Sure, happy to. Since I'm on -- in
17 the scope of this is the classification of the
18 Fibonnacci programs, I reviewed the requisite
19 security classification guides. I've gone through
20 historical documentation for the lit holds that I
21 have access to and I've spoken with counsel.

22 Q. And are you -- we have specifically
23 two questions that were part of the 30(b)(6) notice
24 that brings us here today, specifically Question
25 No. 13 which is comprehensive details regarding

1 classification guidelines related to the Fibonacci
2 programs, including historical or contemporaneous
3 changes to these guidelines perfecting documents
4 associated with Dr. Roe.

5 Are you prepared to answer questions
6 on that?

7 A. I am.

8 Q. Okay. And for the -- for filings
9 and for the complaint, we have a pseudonym or
10 anonymously named Dr. Roe. He is -- it actually
11 refers to Dr. Roysdon. Are you familiar with who
12 that is?

13 A. Yes, sir.

14 Q. Okay. Are you familiar with who
15 that is?

16 A. He's personally briefed me in his
17 NSA capacity on the Fibonacci efforts.

18 Q. Okay. So the next question that we
19 will be covering today is No. 14, explanation of
20 the impact of Fibonacci classifications on
21 documents related to Dr. Roe, including specific
22 documentation of any reclassification efforts.

23 Are you prepared to answer questions
24 on that as well?

25 A. Yes.

1 Q. Okay. All right. So I'm going to
2 try to start a little broadly around No. 13, ask
3 some general questions around classification,
4 classification guides, and then we'll drill down
5 into Fibonacci program and then the impact of
6 Fibonacci going into No. 14 on Dr. Roe. Does that
7 make sense?

8 A. It does.

9 Q. I'm just trying to give you -- all
10 right.

11 So can you describe generally what
12 classification is?

13 A. Sure. In general, classification is
14 the protection of sensitive information so that
15 it's not exposed to our adversaries and gives an
16 advantage to the U.S.

17 Q. And what are the varying -- now, I
18 understand there's a million tickets out there, but
19 what are the varying levels of classification
20 generally?

21 A. In general, you have your collateral
22 clearances that go from secret to top secret.
23 Within those, you have more restrictive caveats
24 like SITTING and HGS. And beyond that, you have
25 even more sensitive programs, specifically SAP

1 programs or Special Access Programs.

2 Q. All right. And does your entity,
3 Special Programs, does it have that name because
4 it's dealing with SAP programs or are those -- is
5 the word special not synonymous necessarily there?

6 A. No. It is because we do Special
7 Access Programs.

8 Q. Okay. And as much as you can, what
9 does a SAP program mean in the context of
10 classification?

11 A. A SAP program means that an
12 individual needs to have security background
13 investigation. Then you doubled at least top
14 secret clearance, any data verifiable need to know
15 and they need to make a material contribution to be
16 read into the program.

17 Once read into the program, you
18 handle the material in that program in accordance
19 with the security classification guide, or SCG, in
20 order to execute the program.

21 Q. And can you describe what it means,
22 material contribution?

23 A. Sure. It means you are actively
24 engaged and contributing to the program, whether
25 that's -- you know, it can be a range of things,

1 whether you're a program manager doing program
2 management things, if you're an actual developer
3 writing code, or security personnel doing your
4 day-to-day security checks.

5 Q. Have you ever heard the term
6 read-in?

7 A. Yes.

8 Q. What does that mean?

9 A. Read-in is the official
10 indoctrination to a special access program. It's
11 the initial, A, you're being read into a program,
12 you sign a nondisclosure agreement, and you get
13 introduced into what the critical program
14 information is that's protected in that program.
15 And then from there on, you have -- you're allowed
16 to have access to the information within that SAP.

17 Q. Similarly, are you familiar with the
18 term read-out?

19 A. I am.

20 Q. What does that mean?

21 A. It's a standard practice that when
22 someone no longer is making that material
23 contribution or they no longer have a valid need to
24 know, then they are read out of the program because
25 they're no longer contributing to it.

1 Q. And is it fair to say that
2 practically, the read-in/read-out program is how
3 you have access to a specific classification set or
4 then lose access to that same set through the
5 read-out process?

6 MS. SEEMAN: Objection to form. You
7 can answer.

8 BY MR. WAREHAM:

9 Q. That was probably my first bad
10 question. Did that make sense?

11 A. It would be great if you could
12 rephrase it.

13 Q. Yeah, sure.

14 What is the practical effect of
15 read-in/read-out with respect to SAP programs?

16 MS. SEEMAN: Objection to form. You
17 can answer.

18 THE DEPONENT: The reason you read
19 in someone to a program is so that they can
20 participate in a program, contribute to it and they
21 have access to it.

22 The reason you read them out is
23 because they no longer have a need to be part of
24 that program.

25 BY MR. WAREHAM:

1 Q. And so once somebody is read out,
2 can they access any materials under that
3 classification program anymore?

4 A. No, they cannot.

5 Q. All right. So going into
6 specifically Fibonnacci, to the degree that you
7 can, what is the Fibonnacci program?

8 A. The details of that program are
9 classified.

10 Q. Okay. Is it a SAP program?

11 A. It is a program conducted within a
12 SAP.

13 Q. Okay. Is there a classification
14 guide for Fibonnacci?

15 A. There's a classification guide for
16 the program that governs the security for the
17 development of Fibonnacci.

18 Q. Who has published that
19 classification guide?

20 A. That guide comes from an original
21 classification authority. That is the director of
22 SAF/AQL. And yes, there was a published
23 classification guide and still is.

24 Q. Okay. And what -- when you say
25 classification authority -- I should have asked

1 this in the general questions. When you say
2 classification authority, what does that mean?

3 A. There's only a very limited subset
4 of people in the government that have -- well, let
5 me back up.

6 There's two types of classification
7 authorities. There's original classification and
8 there's derivative classification.

9 A derivative classification is how
10 you classify a document derivatively from an
11 existing security classification guide. In the
12 absence of an SCG, you're required to get an
13 original classification made. There's only certain
14 people in the government that have that authority
15 inherent in their position, and it's positional
16 based, not personnel based.

17 That's the president, vice
18 president, the Secretary of Defense, the chief and
19 the secretaries of services, and they can further
20 delegate that authority to very limited
21 organizations within the services.

22 For the Air Force, that's SAF/AQL
23 and that's who publishes the security
24 classification guidelines.

25 Q. And are original classification

1 authorities often referred to as OCAs?

2 A. Yes.

3 Q. Besides the entity who -- acting as
4 OCA, who specifically is the OCA that signed the
5 classification guide in this program?

6 A. It depends on which version of the
7 guide. We're required -- we're required to make
8 five-year updates to those guides, and so it
9 depends on if you're asking for the most recent
10 one, which was Colonel Richard McGlamory.

11 Or if you're asking about the 2016
12 version for at the time of this -- you know, this
13 incident spanned two versions of the SCG, and, you
14 know, our director is a military personnel so they
15 rotate regularly. So it depends on the timeframe
16 you're asking.

17 Q. Okay. So, yeah, let's subdivide
18 that a little bit. So there were two -- there were
19 two classification guides from 2016 to present with
20 respect to Fibonnacci?

21 A. Correct. It's the same program,
22 just an updated guide.

23 Q. So the first classification 2016 --
24 I'm sorry, I don't know if I remember your answer,
25 was signed by whom?

1 A. Really it's positional based. At
2 the end of the day, it's always the director of
3 SAF/AQL.

4 Q. Sure. Do you know who it was in
5 this instance?

6 A. I can look it up. We have that
7 information.

8 Q. Okay. And then it was -- the
9 classification guide was updated when, the second,
10 the updated version the current version?

11 A. The current version was updated as
12 of 9 February of 2021.

13 Q. All right. Is that classification
14 guide itself classified?

15 A. Yes.

16 Q. Is there material within that
17 classification guide that are identified as being
18 unclassified with respect to Fibonnacci?

19 A. No.

20 Q. If -- has any point of the
21 Fibonnacci program been submitted for
22 classification review to your knowledge?

23 A. It has not.

24 Q. What is a classification review?

25 A. If you look into most security

1 classification guides, there's actually a section
2 in there that's called a challenge, and a review is
3 basically that, it's a challenge that anyone
4 cleared to that program can provide a written
5 request and make a challenge to see is this
6 classification valid in accordance to this guide,
7 or is there an update that is necessary or is there
8 reason for a downgrade for any reason. And that
9 goes into review.

10 Q. Are you familiar with any -- if any
11 materials or information related to the Fibonnacci
12 program have been submitted for classification
13 review or challenge?

14 MS. SEEMAN: Objection to form. You
15 can answer.

16 THE DEPONENT: I'm familiar with
17 some information that has been requested to remove
18 redactions, but there's not been an official
19 request to downgrade the program.

20 BY MR. WAREHAM:

21 Q. All right. And what are the
22 materials that have been submitted for specific
23 consideration?

24 A. To my knowledge, it's only been one
25 MFR, memorandum for the record.

1 Q. Okay. And do you know when that
2 was?

3 A. That's outside the scope of my
4 preparation.

5 Q. Okay. Do you know whether or not
6 the MFR was approved for declassification?

7 A. It was.

8 Q. And do you know whether it was fully
9 declassified or if it was just downgraded?

10 A. It was actually deemed unclassified
11 the way it was written. It was originally over
12 classified.

13 Q. And you do not know what that MFR is
14 currently?

15 A. I have personally seen it, yes.

16 Q. Okay. What is it?

17 A. It's an MFR written by Lieutenant
18 Colonel Jared Ekholm.

19 Q. Do you know the specific topic?

20 A. I do. It was regarding Dr.
21 Roysdon's employment status when he was a
22 contractor or government civilian.

23 Q. Okay. I am going to --

24 MR. WAREHAM: Lance, if you would,
25 could you find -- I'll go into some other

1 questions, but could you find the Ekholm memo that
2 was signed that we had a copy of and throw it in
3 the chat for me?

4 MR. HENRY: Yes.

5 BY MR. WAREHAM:

6 Q. All right. So -- and just to be
7 complete, is there any other portions -- or are
8 there any other portions in the Fibonnacci program
9 that are unclassified or have been declassified?

10 A. Not to my knowledge.

11 Q. Was there ever a point where the
12 Fibonnacci program was unclassified?

13 A. I should explain the way cyber
14 programs work. There are certain instances when
15 you are required to go apply and acquire things
16 like software variance system or even just a
17 computer. And there's no other way to acquire
18 those other than unclassified. So at a certain
19 point, you have to go get those things and then
20 bring them into the facility and then do cyber work
21 in a classified setting. And so given that, yes, I
22 mean, you have to acquire things unclassified.

23 The development, however,
24 specifically the Fibonnacci program, had to have
25 been conducted within a classified environment.

1 Q. Okay. Would the financing related
2 to Fibonacci be classified or unclassified?

3 A. Classified.

4 Q. And are all the classifications
5 related to Fibonacci at the same level?

6 MS. SEEMAN: Objection to form. You
7 can answer.

8 THE DEPONENT: Okay. It depends on
9 your definition of classified. If you're asking if
10 it's at SAP, they're all at the same SAP. If
11 you're asking does it range from secret to TS, that
12 does range, but it's always the same SAP.

13 BY MR. WAREHAM:

14 Q. So the SAP covers both secret as
15 well as top secret information?

16 A. That's correct.

17 Q. And to be clear, what systems are
18 used to deal with the secret versus top secret
19 information related to Fibonacci?

20 A. The systems that are accredited to
21 that level.

22 Q. Do you know the names of them?

23 MS. SEEMAN: I'm going to object to
24 this being outside the scope of 13 or 14, but the
25 witness can answer if he knows in his personal

1 capacity.

2 MR. WAREHAM: Yeah, for the record,
3 I would say that Fibonnacci classification and its
4 impact on systems would be under 14.

5 MS. SEEMAN: I see -- I don't see
6 anything saying systems in No. 14.

7 MR. WAREHAM: Documents are
8 contained on systems.

9 MS. SEEMAN: Yeah, I don't see
10 anything about systems in 14, though, so I'm going
11 to stand on my objection, but he can still answer
12 in his personal capacity if he knows.

13 THE DEPONENT: Yeah, our
14 coordination is largely handled via SIC. That is
15 the SAP system we do most of the -- at least the
16 coordination emails and the like on. There are
17 other development systems also at those levels
18 depending on the location you're in.

19 BY MR. WAREHAM:

20 Q. All right. And where are -- and are
21 all of the documents contained on the system that
22 you just described?

23 A. They are.

24 Q. All right.

25 MR. WAREHAM: Lance, were you able

1 to locate the Ekholm memo? Sorry, give us one
2 second here. Let me load it up here.

3 BY MR. WAREHAM:

4 Q. Going back to some of my
5 foundational questions, was there ever a point
6 where the Fibonacci classification guide was
7 rejected or denied?

8 Sorry, I didn't get you on that one.

9 A. That answer is no.

10 Q. No? Thank you.

11 So I'm going to share with you here
12 a -- I'm trying to share my screen and do this the
13 right way. One moment. If you're able to access
14 Bates number 59, which will be Exhibit 1 to this
15 deposition that we just put in the chat, are you
16 able to grab that and review it locally?

17 MS. SEEMAN: We're working on it,
18 counsel. Just give us a moment.

19 MR. WAREHAM: Sure.

20 MR. HENRY: This is Lance. Do you
21 want me to share screen or are you working on?

22 MR. WAREHAM: Oh, you can go for it.
23 Go for it. Great. That will let me move around a
24 little bit more.

25 Wherever you're at, are you able to

1 review that effectively or do we need to zoom in?

2 MS. SEEMAN: Counsel, if I may, we
3 have a local copy, but the Bates -- the version
4 that I have here is at our table is US106. It looks
5 identical to what's being shown on the screen. Are
6 you okay if I provide this --

7 MR. WAREHAM: We've done that a few
8 times, too. So 106 --

9 MR. HENRY: I'll share 1 -- 126 you
10 said?

11 MS. SEEMAN: 106.

12 MR. HENRY: Okay. I'll share that
13 one instead.

14 MR. WAREHAM: Thank you. So for the
15 clarity of the record, 106 will become Exhibit 1.

16 (Exhibit 1 marked for
17 identification.)

18 BY MR. WAREHAM:

19 Q. Is this the memo that you responded
20 to that you believed was declassified?

21 A. That's correct.

22 Q. Okay. Tell me what CUI at the top
23 means.

24 A. Controlled unclassified information.

25 Q. And what does that mean with respect

1 to the subject of classification?

2 A. It means it's limited and not
3 available for public consumption.

4 Q. Okay. Is it itself a
5 classification?

6 A. Yes.

7 Q. Is the classification unclassified
8 or higher?

9 A. This is unclassified.

10 Q. Can you tell me -- and these are
11 very basic questions just so you know, but I have
12 to go through it kind of for the record purposes.
13 Can you tell me what the (U) is next to the Subject
14 line and what it means?

15 A. It means it's unclassified.

16 Q. Okay. How about the (CUI) next to
17 the first and third paragraphs and fourth?

18 A. It means the same thing, controlled
19 unclassified information.

20 Q. Okay. What are -- what are
21 paragraph markings and when are they required?

22 A. They're required when you're making
23 a derivative classification so that a reader
24 understands the level that paragraph is that it's
25 protecting.

1 Q. Okay. And if something is
2 classified within a document, let's just say at the
3 secret level, let's say Secret//NOFORN level, what
4 kind of markings would you expect to see as a
5 paragraph marking?

6 MS. SEEMAN: Objection to form. You
7 can answer.

8 THE DEPONENT: Specifically it would
9 be a paren, an S, two slashes, and then NF, and
10 then another close paren. The abbreviation is
11 Secret//NOFORN.

12 BY MR. WAREHAM:

13 Q. And to the degree that it would
14 unclassified, what would you normally see as the
15 classification level for the Fibonnacci program as
16 a paragraph marking?

17 A. It is classified information when
18 you -- that's handled at a different level.

19 Q. Okay. So the paragraph marking
20 itself is classified?

21 A. That's correct.

22 Q. All right. Can you, in reviewing
23 this memo, tell me if any portion based on the
24 paragraph markings appear to ever be classified?

25 A. Can you rephrase the question?

1 Q. Sure.

2 Looking at the paragraph markings,
3 is there anything that indicated -- that indicates
4 within that document that any paragraph has been
5 declassified?

6 A. These markings indicate that
7 information is controlled unclassified information.

8 Q. So is there any paragraph that was
9 subject to declassification?

10 A. Not the way it's currently marked.

11 Q. Can you answer then why this memo
12 was submitted for classification review?

13 A. Yes. Because it was written on a
14 SAP information -- SAP network, and so whenever you
15 move information from a secure network, it has to
16 go through a classification check to make sure
17 there is positively no classified information once
18 it comes off that network.

19 Q. All right. So the review occurred
20 on this memo, if I understand you right, because it
21 was stored on that higher classification network,
22 not that it was classified itself?

23 A. Correct.

24 Q. Is unclassified information normally
25 found on higher classification networks?

1 A. Yes.

2 Q. Can you say more about that?

3 A. Sure.

4 MS. SEEMAN: Counsel, can you
5 identify which of the topics we're talking about
6 right now?

7 MR. WAREHAM: Sure.

8 BY MR. WAREHAM:

9 Q. It has to do with classification on
10 documents related to Dr. Roe.

11 MS. SEEMAN: I'm sorry, can you
12 repeat your question?

13 BY MR. WAREHAM:

14 Q. That would be No. 14.

15 Yeah, so my question was -- well,
16 honestly, I'm not remembering my question.

17 MR. WAREHAM: Court reporter, would
18 you mind reading back my question?

19 (Record read back as requested.)

20 BY MR. WAREHAM:

21 Q. Would you say more about that,
22 please?

23 MS. SEEMAN: I'm just going to
24 object to this being outside the scope because 14
25 talks about Fibonacci classifications on documents

1 specifically and not necessarily Air Force Life
2 Cycle Management or Air Force SAF/AQL. But the
3 witness can answer to the extent he knows in his
4 personal capacity.

5 THE DEPONENT: Yes, unclassified
6 information is available on those networks because
7 think of it as a normal -- as a normal email. You
8 can email and coordinate at the appropriate SAP
9 level, but you can also just send it in an email
10 maker, which is, you know, needed time 0900 on this
11 day which would be unclassified, right.

12 BY MR. WAREHAM:

13 Q. So going back to this memo, do you
14 know why there are redactions on this unclassified
15 memo?

16 A. I do.

17 Q. Why?

18 A. That is controlled unclassified
19 information, and it's identifying things that are
20 protected in the program.

21 Q. Okay. Controlled unclassified
22 information can be released to the public, right?

23 MS. SEEMAN: Objection to form. You
24 can answer.

25 THE DEPONENT: So it depends.

1 BY MR. WAREHAM:

2 Q. And what does it depend on?

3 A. Well, I think it's a submit a
4 written request. We haven't seen any of that, but
5 this information specifically is protection of the
6 program and very identifiable.

7 Q. What is Mosaic classification?

8 A. That's outside the scope of my
9 preparation.

10 Q. Have you ever heard of that term
11 before?

12 A. I have not.

13 MR. WAREHAM: All right. Well, I
14 believe we are at a brief pause point where I'm
15 going to check in with my team, and we might be
16 able to wrap this up. So if we could just go off
17 the record, I'll be back in ten minutes.

18 THE VIDEOGRAPHER: All right. The
19 time is 10:47. We're off the record.

20 (A break was taken from 10:47 a.m.
21 to 10:59 a.m.)

22 THE VIDEOGRAPHER: The time is
23 10:59. We're back on the record.

24 BY MR. WAREHAM:

25 Q. Going back to the document that's

1 about to be put back on the screen that we've
2 identified as Exhibit 1 for this deposition, do you
3 know who redacted this document?

4 A. I do not. I think -- I know Will
5 McVeigh was involved with the staffing of this. As
6 far as who originally did it, I do not.

7 Q. Do you know what the term -- the
8 unclassified CUI term is that is being redacted?

9 A. I do.

10 Q. What is it?

11 MS. SEEMAN: Objection. I'm also
12 going to object to the extent that this is calling
13 for information that hasn't been approved for
14 release by the United States Air Force.

15 MR. WAREHAM: Are you directing him
16 not to answer?

17 MS. SEEMAN: If the information that
18 you are requesting by your question is information
19 that the Air Force has not approved to be released,
20 then he will answer whether or not he can answer
21 that question. So go ahead.

22 MR. WAREHAM: Actually, you answer
23 my question unless you assert privilege. So are
24 you asserting a privilege?

25 MS. SEEMAN: I'm instructing the

1 witness not to answer as to any classified
2 information that has not been approved for release
3 by the United States Air Force.

4 MR. WAREHAM: He has said that this
5 is not classified information. He's testified to
6 that.

7 MS. SEEMAN: He has not said that
8 the redacted information -- you just asked him what
9 the information in this memo that is redacted says.

10 MR. WAREHAM: Let me break that
11 down.

12 BY MR. WAREHAM:

13 Q. So, Mr. Burghard, is -- based on the
14 paragraph marking on paragraph 1, can you discern
15 whether or not that redacted portion is classified?

16 A. Based on the paragraph marking, it's
17 not classified.

18 Q. All right. What is that term being
19 redacted?

20 A. That has not been approved for
21 release.

22 Q. You need to answer my question
23 unless they assert a privilege and instruct you not
24 to answer.

25 MS. SEEMAN: He did answer. He said

1 that information has not been approved to release.

2 BY MR. WAREHAM:

3 Q. What is that term?

4 MR. GONZALEZ: Can we ask the
5 witness to leave the room and continue this
6 discussion without the witness in the room?

7 MR. WAREHAM: Yeah, as long as we
8 stay on the record, that's fine.

9 (The witness left the room.)

10 MR. GONZALEZ: Okay. The witness
11 has left the room.

12 MS. SEEMAN: So you are asking the
13 witness to give you information that is redacted in
14 this document that has not been approved for
15 release. That is not appropriate.

16 MR. WAREHAM: Yeah, so tell me --
17 tell me if this is not the process we're operating
18 under. For unclassified information, there is
19 either privileges in civil depositions with
20 instructions not to answer or there is not. Right?
21 There's not any such thing as not approved for
22 release by the Air Force.

23 If that is a synonym for "we are
24 asserting state secrets privilege," then that's the
25 privilege that needs to be asserted. Okay?

1 MS. SEEMAN: Counsel, at the start
2 of your deposition, you informed the witness that
3 you were not going to ask him questions that --

4 MR. WAREHAM: This is not
5 classified, counsel. Let's be very clear, this
6 is --

7 (Simultaneous speakers)

8 MR. WAREHAM: This is not
9 classified.

10 MS. SEEMAN: He has said at this
11 time he cannot testify to that information. That
12 is his answer.

13 MR. WAREHAM: Are you instructing
14 him not to answer further?

15 MR. GONZALEZ: Jason, do you mind if
16 I join the conversation?

17 MR. WAREHAM: Sure, feel free. I
18 mean, I'm -- honestly, it's a very clear like civil
19 lane here, right? And I don't know if you guys do
20 a lot of national security litigation, it's fine,
21 but either things are classified or they are not,
22 right?

23 CUI is not a classification. It is
24 a control. In order to refrain from disclosing
25 information, either CUI or classified information,

1 a privilege must be asserted, right?

2 So I just need to know what
3 privilege we're asserting over this unclassified
4 controlled unclassified information.

5 MS. SEEMAN: And which topic does
6 that relate to?

7 MR. WAREHAM: It relates to the
8 impact of classification, No. 14, on documents.

9 MR. GONZALEZ: Would you mind if we
10 spoke with the witness and got a better
11 understanding of his statement that he was unable
12 to provide the information?

13 MR. WAREHAM: Absolutely, for sure.
14 I am not trying to get classified information.
15 Let's be very clear. I am not trying to elicit
16 classified information, but I'll just tell you, me
17 to you, CUI is not classified, period. It is a
18 control that states that how -- where it cannot be
19 published to the media, right, and where it has to
20 reside on government systems.

21 So as that paragraph is marked and
22 as he has testified, it is unclassified. So that
23 is the question I'm asking. And as far as I know,
24 no privilege has been asserted or applies to CUI
25 information.

1 MR. GONZALEZ: Okay. So we're going
2 to speak with the witness. We'll be back in a
3 moment. Okay?

4 MR. WAREHAM: Great. I'll be
5 waiting. Thanks. I appreciate it.

6 THE VIDEOGRAPHER: Do you want to go
7 off the record?

8 MR. WAREHAM: Yes, please.

9 THE VIDEOGRAPHER: The time is
10 11:05. We're off the record.

11 (A break was taken from 11:05 a.m.
12 to 11:23 a.m.)

13 THE VIDEOGRAPHER: The time is 11:23
14 Mountain Time. We're back on the record.

15 MR. WAREHAM: All right. In keeping
16 with our agreement, I ask to mark this portion
17 confidential moving forward.

18 MS. SEEMAN: No objection. And just
19 for the record, Air Force counsel Darrin Gilchrist
20 has been on the deposition and has provided the
21 witness with express authorization to identify the
22 substance of the redactions on Exhibit 1.

23 MR. WAREHAM: Great.

24 Lance, would you put it back up for
25 me? This is going back to Exhibit 1.

1 BY MR. WAREHAM:

2 Q. On Exhibit 1, paragraph marked 1,
3 are you familiar with -- well, I've already asked
4 you this. What is the redaction that that -- that
5 word redaction is covering?

6 A. That's covering what's called a
7 program identifier. Specifically what's under that
8 redaction is the term RBAN, Romeo, Bravo, Alpha,
9 November.

10 Q. All right. And do you know whether
11 that's the same word that's being redacted in
12 subsequent portions of that letter?

13 A. It is the same.

14 Q. All right. And to your knowledge,
15 there is no redaction that doesn't include RBAN,
16 R-B-A-N?

17 A. To my knowledge, that's correct.

18 Q. All right. Great. Then one thing I
19 missed before at the very beginning was what your
20 title and role is for the entity.

21 A. Is that for my present role or the
22 role I was in at the time of this case?

23 Q. Great distinction. So what was it
24 at the time of this case?

25 A. This case at the time I was known as

1 a PEM. It's a program element monitor.

2 Q. Okay. And what is it now?

3 A. I'm the division chief for the AQLQ
4 division within AQL.

5 MR. WAREHAM: Great. Then I think
6 that's all my questions. Thank you very much.

7 MS. SEEMAN: And nothing from
8 defendants.

9 MR. WAREHAM: Great. Then we can go
10 off record. I appreciate it.

11 THE VIDEOGRAPHER: Okay. This
12 concludes this portion of today's proceedings. The
13 time is 11:25 Mountain Time. We're off the record.

14 (The deposition concluded at 11:28
15 a.m.)

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1 I, JOSEPH BURGHARD, do hereby certify that I have
2 read the foregoing transcript and that the same and
3 accompanying amendment sheets, if any, constitute a true and
4 complete record of my testimony.

5

6

7

8 _____
Signature of Deponent
9 () No Amendments
() Amendments Attached

10 Acknowledged before me this
11 _____ day of _____, 2025.

12

13 Notary Public: _____

14 My commission expires _____

15 Seal:

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1 REPORTER CERTIFICATE

2

3 I, ROSANNE M. STAHL, Shorthand
4 Reporter and Notary Public within and for the State
5 of Colorado, do hereby certify that previous to the
6 commencement of the testimony, the said JOSEPH
7 BURGHARD was sworn by me to testify to the truth in
8 relation to the matters in controversy between the
9 said parties so far as he should be interrogated
10 concerning the same; that the said deposition was
11 taken in stenograph by me at the time and place
12 aforesaid and was thereafter reduced to typewritten
13 form; that the foregoing is a true and correct
14 transcript of my stenographic notes thereof; and
15 that Deposition Exhibit 1 was marked and used in
16 the interrogation.

17 I further certify that I am not
18 employed by, related to, nor counsel for any of the
19 parties herein, nor otherwise interested in the
20 event of this action.

21 IN WITNESS WHEREOF, I have affixed
22 my signature and seal this 7th day of May, 2025.

23

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25


Rosanne M. Stahl
Notary Public

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18 MY COMMISSION EXPIRES: 04/13/26.

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1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3
4 May 7, 2025

5 Katrina M. Seeman, Esq.
950 Pennsylvania Avenue NW
Washington DC 20530-0001

6
7 Re: 30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION OF
8 SECRETARY OF THE US AIR FORCE SPECIAL PROGRAMS
BY JOSEPH BURGHARD
Roe v. United States of America
Case No. 5:22-CV-00869-JKP-HJB

9
10 The aforementioned deposition is ready for reading and
signing. Please attend to this matter by following BOTH of
the items indicated below:

11 _____ Call 303-296-0017 and arrange with us to read and
12 sign the deposition in our office.

13 XXX Have the deponent read your copy and sign
the signature page and amendment sheets, if
14 applicable; the signature page is attached.

15 _____ Read the enclosed copy of the deposition and
sign the signature page and amendment
16 sheets, if applicable; the signature page is
attached.

17 XXX WITHIN 30 DAYS OF THE DATE OF THIS LETTER

18 _____ By _____ due to a trial date of _____

19
20 Please be sure the original signature page and amendment
sheets, if any, are SIGNED BEFORE A NOTARY PUBLIC and
21 returned to AB Litigation Services for filing with the
original deposition. A copy of these changes should also be
forwarded to counsel of record. Thank you.

22 AB LITIGATION SERVICES

23
24 cc: All Counsel

25

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3

4

5 30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION OF
6 SECRETARY OF THE US AIR FORCE SPECIAL PROGRAMS
BY JOSEPH BURGHARD
April 24, 2025

7 Roe v. United States of America
Civil Action No. 5:22-CV-00869-JKP-HJB

8

9

10 The original deposition was filed with
11 Jason R. Wareham, Esq., on approximately the
12 7th day of May, 2025.

13

____ Signature waived.

14

____ Signature not requested

15

____ Unsigned; signed signature page and
16 amendment sheets, if any, to be filed at
17 trial.

18

XXX Unsigned; original amendment sheets and/or
19 signature pages should be forwarded to AB
20 Litigation Services to be filed in the envelope
21 attached to the sealed original.

22

23 Thank you.

24

25 AB LITIGATION SERVICES

cc: All Counsel

26

27

28

29

- AMENDMENT SHEET -

30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION OF
SECRETARY OF THE US AIR FORCE SPECIAL PROGRAMS
BY JOSEPH BURGHARD

April 24, 2025

Roe v. United States of America

Civil Action No. 5:22-CV-00869-JKP-HJB

The deponent wishes to make the following changes in the
testimony as originally given:

Page	Line	Should Read	Reason
_____	_____	_____	_____
_____	_____	_____	_____
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Signature of Deponent: _____

Acknowledged before me this ____ day of
_____, 2025.

(seal) Notary's signature _____
My commission expires _____.

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

Civil Action No. 5:22-CV-00869-JKP-HJB

DEPOSITION OF JOSEPH DANIEL BURGHARD

May 15, 2025

Plaintiff:

DR. JOHN ROE,

v.

Defendants:

UNITED STATES OF AMERICA, et al.

APPEARANCES:

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5

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6

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10 Appearing on behalf of the Government
Defendants.

11

12 Also present: Rebecca Bradshaw, paralegal
Maryvonne Tompkins, videographer

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1 Pursuant to Amended Notice and the Federal
 2 Rules of Civil Procedure, the deposition of JOSEPH
 3 DANIEL BURGHARD, called by Plaintiff, was taken on
 4 Thursday, May 15, 2025, commencing at 10 a.m., via
 5 Zoom videoconference, before Sheila R. Schiesser,
 6 Registered Professional Reporter, Certified Realtime
 7 Reporter, and Notary Public within and for the State
 8 of Colorado.

9

10 I N D E X

11 DEPOSITION OF JOSEPH DANIEL BURGHARD

12	EXAMINATION BY:	PAGE
13	MR. HODGES	6
14	MS. SEEMAN	129

15

16	EXHIBITS	INITIAL REFERENCE
17	1 E-mail thread between Danny	64
18	Burghard and William McVeigh,	
19	cc'ing others re: MFR for Dr.	
	Roydon Please, Bates-labeled	
	US0000477-0000480	
20	2 E-mail thread between Danny	78
21	Burghard, Brian Bohenek, Dan	
22	Brown, William McVeigh, and others	
23	re: Need To Talk Security dated	
24	7/22/20, Bates-labeled	
	US0000632-0000633	
25	3 IG Complaint-Investigative Notes,	88
	Bates-labeled US0000724-0000738	

1	4	E-mail thread between Daniel Brown, Dr. Roysdon, Allen Rabayda, William McVeigh, Danny Burghard, and others re: (U) paperwork dated August 2020, Bates-labeled US0000060-0000066	97
2			
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5	5	Memorandum from AFLCMC/HNCKC re: Inquiry of Security Incident dated 9/22/20, Bates-labeled US0000233-0000234	105
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7	6	E-mail thread between Christopher Webb and Danny Burghard re: Follow-up dated 8/12/22, Bates-labeled US0000088	126
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1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: The time is 10 a.m. We
3 are on the record. Today is May 15, 2025. This
4 begins the recorded deposition of Daniel Burghard in
5 the matter of Dr. John Roe versus United States of
6 America, et al.

7 This deposition is being recorded via Zoom
8 videoconferencing. The court reporter is Sheila
9 Schiesser. The videographer is Maryvonne Tompkins.

10 The attorneys will introduce themselves
11 starting with the Plaintiff, please.

12 MR. HODGES: Yes. Good morning. This is
13 John Hodges on behalf of the Plaintiff. I'm joined
14 by co-counsel, Lance Henry, and we also have our
15 paralegal on this conference. She's here with us.
16 Her name is Rebecca Bradshaw.

17 MS. SEEMAN: Katrina Seeman on behalf of
18 the Government Defendants along with my co-counsel
19 Joseph Gonzalez and Robert Green.

20 THE VIDEOGRAPHER: Our court reporter will
21 please swear in the witness, and we can proceed.

22 THE COURT REPORTER: Mr. Burghard, would
23 you raise your right hand, please.

24

25

1 JOSEPH DANIEL BURGHARD,
2 called as a witness by the Plaintiff, having been
3 duly sworn, testified as follows:

4 EXAMINATION

5 BY MR. HODGES:

6 Q. Good morning, Mr. Burghard. My name is
7 John Hodges. I'm one of the attorneys that
8 represents Dr. Roe. I think -- I think it's kind of
9 out in the open now he goes by Dr. Roysdon.

10 And so I know that people call you "Danny"
11 or "Daniel." Would you mind, for the record, giving
12 us your full name, please, here.

13 A. It's Joseph Daniel Burghard. I go by the
14 name of Danny.

15 Q. Yes, sir. I know -- Mr. Burghard, I know
16 you gave your deposition testimony on behalf of a
17 government witness -- or as a government witness a
18 few weeks ago, but I also understand that was your
19 first deposition.

20 So I'm going to go through a few rules
21 just as a refresher to keep this moving along
22 smoothly, okay?

23 A. Sounds great.

24 Q. Yes, sir. So you're aware that the oath
25 that you just took is the same oath that you would

1 take in the trial of this case, right?

2 A. That's right.

3 Q. Yes, sir, and so you're aware that your
4 testimony today carries the same weight as it would
5 in front of a judge or a jury?

6 A. That's correct.

7 Q. Yes, sir. And then -- and in fact, we
8 could use the transcript from today's deposition --
9 we could use that in front of a judge or jury as
10 well.

11 A. Okay.

12 Q. Yes, sir. Okay. And so the same thing
13 applies as before. We've got our court reporter who
14 is making the transcript of everything that you and I
15 say -- everyone says today. Ordinary nonverbal cues
16 that you and I might ordinarily use, we can't do that
17 today, and so if I -- if I ask you, Is that a "yes,"
18 is that a "no," I'm not being rude.

19 The court reporter may chime in and do the
20 same thing and ask you, Is that a "yes?" Is that a
21 "no?" She's not being rude either. She's just
22 protecting the work we're asking her to do, okay?

23 A. Sounds good.

24 Q. Same thing for -- in ordinary conversation
25 you and I might understand and start talking over one

1 another, and I saw it when I was looking over the
2 transcript from before Mr. Wareham may have spoke
3 over you a few times. I'm going to do my best not to
4 ask my next question until you're done with your
5 answer, okay? But if you would, let me get it out
6 even though you probably know where I'm going, okay?

7 A. Sounds great. I appreciate that.

8 Q. Yes, sir. And same -- along the same
9 lines, the court reporter may chime in and tell both
10 of us to ceasefire for a moment because we're talking
11 over one another. She may give us that instruction
12 again. We ask her to do that because we ask her to
13 protect the record that she's creating, okay?

14 A. Great.

15 Q. Yes, sir. I want to -- so just to
16 confirm, though, this is only the second time you've
17 been deposed?

18 A. That's correct.

19 Q. Yes, sir. Okay. And the other time was
20 in this case a few weeks ago?

21 A. Yes, sir.

22 Q. Okay. Well, we're here to talk about
23 Dr. Roe and his role at HNCO. Just so I get
24 terminology right and so it's clear for our judge or
25 jury, when we say "HNCO" or "Air Force Life Cycle

1 Management Center," are we talking about the same
2 organization?

3 A. Yes, we are. And by slang, we typically
4 refer to it as AFLCMC/HNCO.

5 Q. Okay. But HNCO or Air Force Life Cycle
6 Management, same thing?

7 A. Same thing, absolutely.

8 Q. For my own edification, are you able to
9 tell us what "HNCO" stands for?

10 A. No. It actually doesn't stand for
11 anything. It's just a subpart of the entire Air
12 Force Life Cycle Management director or organization,
13 if you will.

14 Q. Okay. All right. But for today, if I'm
15 using those terms interchangeably, there's no
16 confusion about what we're talking about, right?

17 A. Not at all.

18 Q. Yes, sir. Okay. Okay. I want to ask you
19 a little bit about -- about your background because
20 truthfully I don't know who you are or what -- how
21 you landed in this position that you're in.

22 I understand that your current position is
23 the AQLQ?

24 A. That's right. I'm the -- so I'm part of
25 an organization called AQL, which is the Air Force

1 Special Programs. Within AQL, I run the AQLQ
2 Division, which is the Advanced Cyber Intelligence
3 Division there.

4 Q. Okay. Yes, sir. And can you tell us --
5 can you tell us what role you had before then -- what
6 position you had before this one?

7 A. Sure. Before being a division chief
8 there, I was in the same division, but as a PEM, the
9 Program Element Monitor.

10 Q. Yes, sir. Okay. So as the -- as the
11 AQ -- as the division chief, AQLQ, can you tell us
12 how long you've been there?

13 A. Sure. I've been there since 2017 both in
14 my PEM and chief capacity.

15 Q. Okay. Okay. And then, so how long did
16 you have that -- how long were you in that PEM
17 capacity?

18 A. I only have become a division chief within
19 the last year and a half or so, so the PEM the rest
20 of the time.

21 Q. Okay. So you've been with AQL since 2017,
22 but only the division chief for about the last year
23 and a half or so?

24 A. That's right.

25 Q. Okay. I see. And so can you tell us how

1 you got into -- into this position. I mean, you
2 mentioned it was since 2017. Do you have an Air
3 Force background before you landed in this role?

4 A. I do not. So I'm actually prior Army, so
5 I did five years in the Army as a signals
6 intelligence analyst back in the early 2000s, got out
7 of the Army, worked for the Navy for roughly a decade
8 or so, left there --

9 Q. As a civilian?

10 A. As a civilian, yes.

11 Q. Yes, sir. Okay. Sorry. Go ahead.

12 A. From there, I went to an organization
13 called OSD-SCO, or the Strategic Capabilities Office.
14 I was a program manager there for about a year and
15 some change, and then I landed here after that
16 position.

17 Q. Yes, sir. Do you have any DoD connection
18 outside of your role as a civilian within the Air
19 Force?

20 A. I do not.

21 Q. I'm just asking, are you a reservist?

22 A. Nope.

23 Q. Okay. All right. I just -- I just want
24 to understand some of that background. Okay. So can
25 you tell us some of your duties and responsibilities

1 there at AQL?

2 A. Sure. Like I said, I'm the division chief
3 there, so I manage both our cyber team and our intel
4 team. And really what that means is we run several
5 portfolios that span the entire Air Force. So we'll
6 do primarily offensive cyber development there --
7 development does not happen there. It happens in
8 program offices across the country. So we basically
9 manage the security and funding that supports all of
10 those organizations across the Air Force.

11 Q. Yes, sir. Okay. So what I'm trying to
12 understand -- and I appreciate you giving us that.
13 Are you -- as the division chief, are you in the
14 business of developing some of these programs or
15 implementing these programs?

16 A. So we -- we basically see over -- we
17 oversee the execution of funds and kind of the
18 security classification governance that applies to
19 special access programs like the ones we're talking
20 about today.

21 Q. Yes, sir. And so are you procuring these
22 programs for implementation within the Air Force and
23 other DoD, or are you --

24 A. Correct.

25 Q. I'm sorry. Go ahead.

1 A. That's correct. So if it helps, we're an
2 acquisition element of the Air Force. That's what
3 the "AQ" stands for, acquisition.

4 Q. Yes.

5 A. And so we're the ones responsible for
6 starting the programs, developing capabilities, and
7 then seeing those through to the fields that support
8 warfighters.

9 Q. I see. Okay. And so in this role do
10 you -- do you have subordinates that report to you?

11 A. I do.

12 Q. Yes, sir. About how many do you have --
13 let's start with direct reports right now. How many
14 direct reports do you have?

15 A. So I have two military, two civilian, and
16 roughly 10 to 12 HNCO support contractors.

17 Q. Okay. All right. And do you have a role
18 in the hiring and terminating of contractors?

19 A. I can make recommendations to our folks
20 that do the hiring, but that's as far as my role
21 extends.

22 Q. Okay.

23 A. I come up with a legitimate need to hire
24 those folks, and then I have to pass it on to the
25 people that can complete those positions and hire

1 appropriately to the best performer.

2 Q. Okay. And so you would -- if there was a
3 contractor that wasn't performing or maybe had some
4 behavior out of line, your role would be make a
5 recommendation in either discipline or termination?

6 A. Correct.

7 Q. Okay. But you wouldn't actually be the
8 decision-maker on whether or not someone is
9 terminated?

10 A. True.

11 Q. Okay. And the same would hold true, then,
12 for a contract, whether or not a contract is
13 terminated or extended?

14 A. So that decision is made at the program
15 offices, so I'm responsible for the execution of the
16 funds. AQL does not have contract authority, which
17 is where the AFLCMC/HNCO comes in. They're our
18 program office, so they're the ones that actually
19 award contracts, terminate contracts, close out
20 contracts, that kind of thing.

21 Q. Okay. And so -- but you're in the role of
22 making recommendations at that point, right?

23 A. Correct.

24 Q. Okay. And so do you mind telling us
25 what -- what office you report to?

1 A. So I report to SAF/AQ and the Pentagon.

2 Q. And do you mind telling, for the judge or
3 jury, what "SAF/AQ" means?

4 A. Sure. The Secondary Air Force
5 Acquisitions, so it's the Office of the Pentagon
6 specifically for the Air Force that runs all
7 acquisitions for the Air Force.

8 Q. I see. Okay. Okay. I want to ask you
9 about some folks whose names have been brought up in
10 this lawsuit. You're not going to be surprised to
11 hear a few of them.

12 Let's start with Captain McVeigh. I
13 understand he's been promoted. Maybe he's Major
14 McVeigh now. Is it okay if we call him Captain
15 McVeigh for today?

16 A. That's fine with me.

17 Q. Yes, sir. And we're talking about Captain
18 William McVeigh; is that right?

19 A. Yes, sir.

20 Q. Okay. Can you tell us when you first met
21 Captain McVeigh?

22 A. Sure. It probably would have been about
23 five or six years ago.

24 Q. Okay. And what was -- what was your
25 position when you met him?

1 A. I was the PEM at the time.

2 Q. And what position was Captain McVeigh?

3 A. He was program manager at AFLCMC/HNCO.

4 Q. I'm sorry. The speaker broke up a little
5 bit. He's the program manager where?

6 A. At HNCO.

7 Q. HNCO? And that's -- HNCO, can you tell
8 the jury where that is?

9 A. Sure. It's in San Antonio, Texas.

10 Q. And your role as the PEM, where were you
11 stationed at the time?

12 A. So AQL technically has two office
13 locations. One is in the Pentagon, and the other is
14 at Joint Bolling-Anacostia Base, referred to as JBAB.
15 I primarily stay at JBAB, but I spend time at the
16 Pentagon as well.

17 Q. I'm sorry. That joint base, what was the
18 name of that again?

19 A. Joint Base Anacostia-Bolling.

20 THE COURT REPORTER: Can you spell that?

21 THE DEPONENT: Sure. Joint, just like it
22 sounds, J-o-i-n-t; Base, B-a-s-e; Anacostia; that's
23 A-n-a-c-o-s-t-i-a; Bolling, B-o-l-l-i-n-g.

24 Q. (BY MR. HODGES) And, Mr. Burghard, that
25 joint base, is that where your -- where you office

1 out of now as well?

2 A. It is, yes.

3 Q. Okay. And so approximately -- you
4 mentioned it was approximately five years ago that
5 you first met Captain McVeigh?

6 A. Roughly five or six years; yes, sir.

7 Q. Yes, sir. Okay. And can you tell us --
8 he was a program manager. Can you tell us what you
9 understand that to mean?

10 A. Sure. That means he runs a subset of
11 projects for that organization, and "by run
12 projects," I mean he -- he oversees contract award,
13 contractor performance, whoever the vendor might be
14 for that effort. He oversees cost, schedule, and
15 delivery of products associated with those contracts
16 and then ensures that we're meeting proper milestones
17 to eventually deliver capability.

18 Q. Okay. And can you tell us what your role
19 is as between your role then as a PEM and Captain
20 McVeigh?

21 A. Sure. So as a PEM, your role is to ensure
22 that funding is being spent appropriately in terms of
23 the scope of the program and that you're meeting OSD
24 standards, those standards referred to as obligation
25 and expenditures, and that we're eventually making

1 sure the funds get us through that capability that we
2 need at the end of the day for the warfighter.

3 So basically, we're the ones that issue
4 funds to HNCO. They're the ones that would award to
5 a vendor pursuant to executed, specific, identified
6 projects, and they oversee the project there locally
7 to completion.

8 Q. Yes, sir. Okay. And so in your role as
9 the PEM and you mentioned that you're releasing
10 funds, you would have been releasing funds to Captain
11 McVeigh for his project; is that fair?

12 A. That's correct.

13 Q. And would you -- would you be receiving
14 information from Captain McVeigh before you're
15 releasing funds?

16 A. Regularly. We had weekly syncs, if you
17 will, and then they're required to submit a monthly
18 activity brief to us in terms of the status of the
19 efforts.

20 Q. Okay. And so he's sending you information
21 about the progress of certain projects; is that fair?

22 A. Yes.

23 Q. Yes, sir. The relationship between you as
24 the PEM and Captain McVeigh, would it be fair to say
25 that you're his supervisor?

1 A. No, not at all.

2 Q. Okay.

3 A. So he's -- he would have, at the time,
4 reported to Lieutenant Colonel Jared Ekholm, who
5 would have been his direct military supervisor.

6 Q. Yes, sir. And so he reports directly to
7 Colonel Ekholm, and so Colonel Ekholm is supervising
8 the performance of his duties?

9 A. Correct.

10 Q. And Colonel Ekholm is writing evaluations
11 about his performance then?

12 A. That's right.

13 Q. That is not your role?

14 A. Not at all.

15 Q. Right. Okay. And so -- okay. Do you
16 have any idea maybe if he had subordinates at the
17 time?

18 A. If --

19 MS. SEEMAN: Objection to form.

20 You can answer.

21 A. I'm sorry. Just for clarity, you're
22 referring to Will McVeigh and not Jared Ekholm,
23 right?

24 Q. (BY MR. HODGES) Correct, yes, Captain
25 McVeigh.

1 A. Yes, he would have had subordinates
2 working for him, both civilian and contractors.

3 Q. Okay. And were they also providing
4 information to you?

5 A. We typically like to interface directly
6 with the program manager or the material leader or
7 the senior material leader as the government
8 representatives for those programs.

9 Q. Yes, sir.

10 A. But occasionally, if it's a specific
11 technical thing that comes up, they do bring in their
12 experts to discuss some of those things.

13 Q. I see. Okay. Okay. Are you familiar
14 with this project that's called Fibonacci?

15 A. Yes.

16 Q. Yes, sir. Was that a program that fell
17 under your scope as the PEM?

18 A. It is.

19 Q. Yes, sir. Do you mind -- just for
20 clarification, can you give us a little bit of a time
21 frame of when you were -- or Fibonacci was under your
22 scope?

23 A. Sure. So it would have started back in
24 probably summer or August time frame of 2019 is
25 probably when we would have kicked that off.

1 Q. Yes, sir. Is it still?

2 A. It is not, no longer.

3 Q. Okay. Can you tell us approximately when
4 it was terminated?

5 A. Sure. It would have been about a year and
6 a half to two years into it.

7 Q. Okay.

8 A. And we should be clear here that there's
9 actually several Fibonaccis, so it depends on which
10 one you're referring to.

11 Q. Okay. How are those -- how are those --
12 how would we know the difference between one
13 Fibonacci and another?

14 A. They have other names with them. So there
15 should have been, like, Fibonacci Replicare,
16 Fibonacci Lattice, Fibonacci Blur, and then there's
17 two others. It's just been five years. I can't
18 remember the names of them all, but those are the
19 ones I do remember.

20 Q. So is -- and I saw that in some of these
21 e-mails: Blur, I believe, and a couple of others.
22 Would it be fair to say that Fibonacci is more of an
23 umbrella name for these projects; is that right?

24 A. That's accurate.

25 Q. Okay. And so you mentioned several

1 subprojects under Fibonacci?

2 A. Correct.

3 Q. Are those also closed when -- you
4 mentioned a minute ago that Fibonacci was closed
5 about a year and a half or so after it was opened.

6 A. So roughly when we closed them, I want to
7 say we closed two of them, like, a year and a half
8 into it, one after that; and then maybe, like, the
9 year after that we closed the rest.

10 Q. Okay. But they're all closed now?

11 A. Yeah, that's right.

12 Q. And in fact, I think you said some of them
13 about 18 months, maybe two years. Would it be fair
14 to say that they were all closed at about -- at about
15 the two-year mark, there were none of them open?

16 A. I would say it was more like three --
17 three years.

18 Q. Okay. Okay. Can you tell us -- so I'm
19 asking about Fibonacci and these other programs
20 because I want to understand what role Captain
21 McVeigh had on Fibonacci and other programs.

22 Was he involved in Fibonacci?

23 A. He was. He was the program manager for
24 that. If you want to call it the umbrella of those
25 programs, he was.

1 Q. Okay. And so if he was the program
2 manager for Fibonacci, is it fair to say that he was
3 also program manager for all of the subprograms?

4 A. Yes.

5 Q. Okay. So the entire Fibonacci project?

6 A. Correct.

7 Q. Okay. And so have you ever heard this
8 term that we talked about, Project B?

9 A. No.

10 Q. Okay. Well, we'll get back to that in
11 just a moment. So the Fibonacci project, can you
12 tell us, was there -- was there ever a conflict
13 between your office and Captain McVeigh about whether
14 or not the Fibonacci programs would continue?

15 A. I wouldn't say a conflict. I mean, I
16 would say it's -- it's normal program management, you
17 know. We -- you know, Fibonacci is one thing, but
18 there's several programs that are being run out of
19 HNCO. And across the board, they were
20 underexecuting.

21 So I wouldn't call it a conflict per se.
22 I would call it just a program under execution that
23 we were trying to help them get back on schedule, on
24 time, on cost, that kind of thing.

25 Q. Okay. Does it happen sometimes that maybe

1 a project manager like Captain McVeigh wants to
2 continue and push a project along, but maybe your
3 office is -- we've got to cut it. We've got to stop
4 the bleeding?

5 A. Absolutely.

6 Q. And are there ever occasions where --
7 where there's a disagreement about whether or not a
8 project should be terminated or cut?

9 MS. SEEMAN: Objection to form.

10 You can answer.

11 A. I mean, there's professional discussions
12 on what are the risks associated with doing that for
13 sure.

14 Q. (BY MR. HODGES) Okay. Okay. I want to
15 ask -- I want to move further now and ask about a
16 gentleman Dan Brown.

17 A. Okay.

18 Q. Can you tell the jury, do you know Dan
19 Brown?

20 A. I do.

21 Q. Yes, sir. Can you tell us who he is?

22 A. Sure. At the time Dan Brown would have
23 been one of the civilians on Captain Will McVeigh's
24 team. His function -- he served as basically a
25 technical advisor, and he's an engineer by trade.

1 Q. When you say "engineer," what type of
2 engineer?

3 A. I would say a computer engineer.

4 Q. Yes, sir. Okay. And so -- so he works
5 with -- or at the time he worked under Captain
6 McVeigh's supervision?

7 A. That's correct.

8 Q. Okay. Does he -- do you know if he has a
9 different position now?

10 A. I've been told he's moved on. I'm not
11 sure what he's doing in his current role.

12 Q. So from AQL down to HNCO, you don't
13 have -- you don't deal with Dan Brown anymore?

14 A. I do not.

15 Q. When was the last time that you estimate
16 that you worked with Mr. Brown?

17 A. Geez, it's been years.

18 Q. Okay. So --

19 A. Four years, maybe longer.

20 Q. Yes, sir. Approximately -- or
21 approximately when was the first time that you began
22 working with Dan Brown?

23 A. It probably would have been my very first
24 time getting to AQL, so 2017, 2018.

25 Q. He was already there when you came into

1 AQL?

2 A. Right.

3 Q. Yes, sir. Okay. And -- okay. And so
4 while you were working with Mr. Brown, were you ever
5 aware that he was promoted?

6 A. I was not.

7 Q. I'm asking, did he ever -- did he ever
8 pick up additional responsibilities?

9 A. No, not that I'm aware of.

10 Q. Yes, sir. Do you know whether or not he
11 had any subordinates?

12 A. I'm not sure, to be honest with you.

13 Q. And to your understanding, his direct
14 supervisor was Captain McVeigh?

15 A. That's what I remember.

16 Q. Yes, sir. Okay. Can you tell us what his
17 role was on the Fibonacci projects?

18 A. Sure. He was kind of the technical expert
19 or subject matter expert, however you want to refer
20 to it.

21 Q. Yes, sir.

22 A. So he was the one who had daily
23 interaction with the vendors in development of the
24 effort.

25 Q. And just to be clear for the judge or our

1 jury, Dan Brown, he wasn't doing the programming, was
2 he?

3 MR. GONZALEZ: Hey, John. I'm sorry. He
4 can answer that. I've heard you say "judge or jury,"
5 I think this is the third time. This isn't a de bene
6 esse deposition, is it?

7 MR. HODGES: I'm sorry. Can you say that
8 again?

9 MR. GONZALEZ: Sure. I've heard you say
10 "jury," I think this is the third time, "to be clear
11 for the jury." This isn't a de bene esse deposition,
12 is it? I just want to make sure we're on the same
13 page here.

14 MR. HODGES: No, sorry. You'll have to
15 excuse the bad habit. I may continue to say that.
16 It's not -- that's just out of habit.

17 MR. GONZALEZ: Okay. I just want to make
18 sure. That's what I thought the first time, but it's
19 the third time, and so I wanted to make sure we're on
20 the same page. Thanks.

21 MR. HODGES: Sure. Yeah, sure.

22 Q. (BY MR. HODGES) Okay. So that -- I'm
23 going to try and remember my question. Do you happen
24 to know where we are, Mr. Burghard?

25 A. I do. You asked, is Dan Brown the one

1 doing the programming?

2 Q. Yes, there we go. Thank you.

3 A. And can I get a clarification on that?

4 Q. Yes.

5 A. By "programming," do you mean, like, doing
6 program management, or are you talking hands-on
7 keyboarding, coding, write software?

8 Q. Yes, coding and software.

9 A. He would not have been the one to do that.
10 Typically HNCO would contract that work out, and it
11 would be a vendor that would be getting paid to do
12 that work.

13 Q. Right. And so Dan Brown's role was to
14 interface with the vendor, and they're the ones doing
15 the programming, the software development, that kind
16 of thing?

17 A. Correct.

18 Q. Okay. I just want to make sure that --
19 that I understood that, and so -- and so within that
20 role, would Dan Brown be assisting with the sourcing
21 of vendors?

22 A. He would. I would imagine he would be
23 looking at the proposals, white papers, doing source
24 evaluations, and absolutely making recommendations on
25 which vendors to on-ramp. He is our local contract

1 officer.

2 Q. Okay. Okay. Thank you. So you mentioned
3 that -- that HNCO and specifically Captain McVeigh
4 would be providing kind of weekly information to you
5 and AQL, right?

6 A. (Nodded head up and down.)

7 Q. You mentioned that the Fibonacci program
8 was kind of underperforming. That would seem to
9 maybe beg for some additional conversation and
10 additional information; is that fair?

11 A. Yes.

12 Q. And so when you're having some of this
13 additional information as you're trying to check on
14 this program, do you have any communication with Dan
15 Brown?

16 A. On a rare occasion, yes, but it's
17 primarily going through Jared Ekholm and Will
18 McVeigh.

19 Q. Okay. Why would you on occasion have to
20 confer with Dan Brown?

21 A. Sometimes it's schedules. You know,
22 they're military guys. They travel a lot. They
23 might be out of the office. Dan might be the only
24 one available that can answer the question then and
25 there.

1 Other occasions it might be he's more
2 involved and knows more about the ins and outs and is
3 in the weeds of what's actually happening with the
4 program, and you might be deferred to by one of
5 those.

6 Q. Okay. And so maybe on occasion you've got
7 a specific question that maybe they can't answer, but
8 they've got somebody like Dan Brown who has a little
9 bit more technical knowledge?

10 A. Correct.

11 Q. Okay. All right. So did you have
12 personal interactions with Dan Brown, like, on the
13 phone or in person?

14 A. Absolutely.

15 Q. Okay. And would you say that that was --
16 was it somewhat routine for you to have personal
17 interaction with him?

18 MS. SEEMAN: Objection to form.

19 You can answer.

20 A. I would say it's occasion -- occasional.

21 Q. (BY MR. HODGES) Okay. So during that
22 time, did you ever have any reason to doubt that --
23 to doubt his honesty?

24 MS. SEEMAN: Objection to form.

25 You can answer.

1 A. I don't think so.

2 Q. (BY MR. HODGES) Never had any reason to
3 call some statements of fact into question?

4 MS. SEEMAN: Same objection.

5 You can answer.

6 A. I wouldn't say that. I would say there
7 would be occasional, you know, questions about his
8 judgment in some circumstances. But, you know, I'm
9 not going to question his honesty.

10 Q. (BY MR. HODGES) That's what I'm asking.
11 So, yeah, sure. Maybe you guys have a professional
12 disagreement about a certain program or something
13 like that, but you didn't have any reason to think he
14 was ever being dishonest?

15 A. No.

16 Q. Do you have an opinion about his character
17 for honesty?

18 MS. SEEMAN: Objection to form.

19 You can answer.

20 A. Not really. I mean, as far as I know,
21 he's a talented engineer. He really knows his stuff
22 inside and out. But like I said, occasionally there
23 could be questions about his judgment in terms of,
24 like, best security practices, you know.

25 Sometimes he would, you know, maybe not

1 fully understand security and the requirements for
2 doing, like, SAF work in a certified, accredited
3 facility, top secret facility.

4 Q. (BY MR. HODGES) Did you say --

5 A. And I'm sorry. And that's just because
6 he's an engineer versus a professional security
7 person.

8 Q. I see. And so you said SAF security or
9 staff security?

10 A. SAF, F, which is a SAF-accredited
11 facility.

12 Q. I see. Okay. So can you tell us, did Dan
13 Brown have any -- did he have any involvement in the
14 Fibonacci project?

15 A. Yes. He was the technical expert running
16 the day-to-day efforts.

17 Q. Okay. Okay. Do you know if Dan Brown
18 ever received a demotion?

19 A. That wouldn't have been something I would
20 have heard about. That's a -- like I said, he
21 administratively reports to other military at our
22 agency. I wouldn't have visibility into that.

23 Q. Do you have any information as to whether
24 or not he was ever removed from special programs?

25 A. I am aware that he was moved internally in

1 HNCO to some other team. I'm unaware of what that
2 team was or what the reason was for moving him.

3 Q. Okay. You've heard that term "special
4 programs" before?

5 A. Yes.

6 Q. Can you tell our judge, what's that mean,
7 special programs?

8 A. So special programs referred to a program
9 that requires additional protections. Typically it's
10 called SAP, or Special Access Program. When you
11 think of a security classification of critical data,
12 national security, you have different classification
13 levels. You know, I'm classified all the way up to
14 top secret.

15 And you have -- even further means to
16 protect that information like SITK and others, and
17 then it goes beyond that to the most critical things,
18 which are in SAPs, or Special Access Programs is what
19 we're referring to here.

20 Q. Was Fibonacci a Special Access Program?

21 A. It was a project within a Special Access
22 Program.

23 Q. Okay. So fair to say if it's a project
24 within a Special Access Program, it would also
25 qualify for whatever protections are afforded a

1 Special Access Program?

2 A. That's correct.

3 Q. Okay. Okay. I want to ask you now about
4 Dr. Paul Roysdon. Can you tell us when you first --
5 when you first met Dr. Roysdon?

6 A. Sure. That was probably also in that 2019
7 time frame.

8 Q. It would have been about late summer,
9 2019?

10 A. Probably, yeah, summertime of some sort,
11 then.

12 Q. Okay. In the summer, yes, sir. And when
13 you met him, had someone already discussed him before
14 you met him?

15 A. Dan Brown had before, yes.

16 Q. Yes. So he -- he maybe -- can you tell us
17 what Dan Brown said or suggested with regard to
18 Dr. Roysdon?

19 A. Sure. I guess Dan had close ties to some
20 people at the National Security Agency, also known as
21 NSA, in San Antonio, Texas. At the time I think he
22 had this connection with Dr. Roysdon.

23 He introduced us to Dr. Roysdon because of
24 the field Dr. Roysdon was working in at the time. He
25 was the chief data scientist for NSA, and they had

1 some ideas that he thought would be applicable to
2 kick-starting a new program, which turned into
3 Fibonacci.

4 Q. I see. And so Dan Brown presented
5 Dr. Roysdon to you or suggested Dr. Roysdon. Was
6 that communication that Dan Brown had directly to
7 you, or was that only through Captain McVeigh?

8 A. It's one that he made sure McVeigh was
9 tracking it and aware of and then was recommended to
10 come talk, you know, to us directly.

11 Q. Yes, sir. Okay. So about how long after
12 that proposal did you first interact with
13 Dr. Roysdon?

14 A. It would have been a pretty short time
15 frame. Maybe a month or two.

16 Q. Okay. And how did you first interact with
17 Dr. Roysdon?

18 A. I believe he actually flew up and came and
19 saw saw us in person there at the Joint
20 Bolling-Anacostia Base.

21 Q. Okay. And when he came, was he by
22 himself, or were others with him?

23 A. It's been a long time. I don't remember,
24 to be honest with you.

25 Q. Sorry. Let me ask a better question.

1 When he came -- he came up to Anacostia. Did Dan
2 Brown and/or Captain McVeigh come with him?

3 MS. SEEMAN: Objection to form.

4 You can answer.

5 A. Like I mentioned, it's been five,
6 six years. I don't remember, to be honest with you.

7 Q. (BY MR. HODGES) Okay. Can you -- can you
8 tell us what the substance of that meeting was?

9 A. Sure. At the time there was the concept
10 that he wanted to propose to be, you know, performed
11 out of HNCO. It's his projects that he named the
12 Fibonacci series, and he wanted to come tell us and
13 provide a technical, kind of deep dive on what is
14 this concept. How does it work? Is it something
15 that we should, as the government, fund and go do?

16 Q. Okay. And so when he made that -- when he
17 had that discussion with you, was it -- did you have
18 another conversation with Mr. Brown or Captain
19 McVeigh about it?

20 A. Absolutely.

21 Q. Did it -- were they already suggesting
22 that this program be approved?

23 A. Yes.

24 Q. Okay. And so after that meeting with
25 Dr. Roysdon, was it approved?

1 A. It was.

2 Q. Okay. And so who was that project awarded
3 to?

4 A. It was awarded to HNCO --

5 Q. Okay. And --

6 A. -- as far as I'm concerned. I'm sorry. I
7 would have dedicated some base funding to HNCO, and
8 then it's up to them to go find a formal contractor
9 to actually award a contract and execute the effort.

10 Q. I see. So were you the approval authority
11 for the Fibonacci program?

12 A. For the funding, yes.

13 Q. For the funding, yes, okay. And so you
14 awarded it to HNCO, and it was HNCO's responsibility
15 to go find a contractor to do that program?

16 A. Correct.

17 Q. What's your understanding of who they
18 found?

19 A. As far as I know, the biggest one that
20 rings a bell is Kudu Dynamics.

21 Q. And what role did Dr. Roysdon have once
22 this -- once the Fibonacci programs were approved for
23 funding?

24 A. When they started, he was an NSA, a
25 government employee. He was the chief data scientist

1 there at NSA-Texas.

2 Q. Yes, sir.

3 A. We kept him in the role of a technical
4 advisor to those efforts.

5 Q. Okay. And how was he kept in that role as
6 a technical advisor? Was he paid separately?

7 A. No. He -- as an NSA employee, he has a
8 special skill set. He's a very good mathematician,
9 to be honest with you, and so he's there locally to
10 San Antonio. As far as I understand it, he had just
11 kind of that direct advisory, regular communication
12 from his NSA capacity to HNCO.

13 Q. Yes, sir. Okay. So I want to ask about
14 that. You mentioned that he was -- he was a very
15 good mathematician and things like that. Can you
16 tell us generally your observations or evaluations of
17 the work that he was -- that he was presenting?

18 A. Sure. It was a very novel concept. To be
19 honest with you, there is nothing quite like it, as
20 far as I'm aware of in the current industry. So the
21 concept was pretty game-changing, pretty state of the
22 art, and there's no question it would have been a
23 phenomenal capability.

24 So it's -- and his concept was very
25 technically sound. You know, at the time I was -- I

1 still am a pretty huge fan of what that could have
2 been, rightly.

3 Q. But what happened?

4 A. At the end of the day, programs get
5 measured in terms of cost, schedule, and performance.
6 And so when you get behind on those metrics, then you
7 have to make tough decisions on whether you should
8 continue an effort or not.

9 And so I would say it's not just
10 Fibonacci. All of HNCO really fell behind the power
11 curve in terms of being able to execute the funding
12 they had allocated to them. So cuts had to be made
13 to get them back on track in terms of obligations
14 and expenditures.

15 Q. Was there anything -- from what you saw,
16 was there anything specific to Dr. Roe that led to
17 Fibonacci being an underperforming project?

18 A. No.

19 Q. Are you able to tell us, from your
20 perspective, why Fibonacci was an underperforming
21 project?

22 A. Sure. In my opinion, it was kind of
23 either a misunderstanding or an inability to get
24 paperwork lined up at the end of the day. There were
25 challenges in getting things like DD254s in place to

1 make sure Kudu had the appropriately cleared
2 facilities to do the work.

3 They were challenged by getting the right
4 talent to perform the work at Kudu. I think there
5 were delays in contract award and contract actions
6 between HNCO and Kudu. So there was just a mixed
7 series of events that kind of led to that.

8 THE COURT REPORTER: Sir, could you spell
9 Kudu.

10 THE DEPONENT: Sure. It's K-u-d-u.

11 Q. (BY MR. HODGES) So from your perspective,
12 I know that we can see that Fibonacci kind of fizzled
13 out, didn't complete, and I think you mentioned --

14 A. I'd like to correct that statement, if you
15 don't mind.

16 Q. Sure, sure.

17 A. I just want to say that not all of
18 Fibonacci fizzled out. We did actually complete one
19 of them. It did transfer and is actually being used
20 in operations today, so there is some that did go to
21 live on.

22 Q. Yes, sir. Are you able to tell us which
23 one that was?

24 A. I believe it was either Fire or Blur.
25 Like I say, it's been a long time, but it was at

1 least one of them.

2 Q. Okay. At least one. So it could have
3 been more?

4 A. Correct.

5 Q. Okay. And was it Kudu that got that
6 program all the way through?

7 A. Eventually, yes.

8 Q. Okay. All right. I want to make sure
9 that I understand your evaluation of Dr. Roe and his
10 advice and the program, so what was his role as these
11 Fibonacci programs were trying to progress?

12 A. He's just a technical advisor to make sure
13 Kudu kind of understood the concept of where he
14 was -- what he had in his own mind and just to make
15 sure things were staying on track from a technical
16 perspective.

17 Q. Who -- you mentioned he was an advisor.
18 Who was he advising?

19 A. He was advising HNCO, to my knowledge.

20 Q. Okay. Was he advising you?

21 A. He was not.

22 Q. Okay. Did you -- from your perspective,
23 did you see any problems with the advising work that
24 he was doing?

25 A. I did not.

1 Q. Okay.

2 A. There was one issue, up and to the point,
3 I was notified maybe a year into the effort that he
4 took on some type of contractor role and started
5 being paid for that, which, you know, was perceived
6 it could have been a potential conflict of interest
7 there.

8 Q. Yes, sir. We'll talk about that in a few
9 moments, yes, sir. I appreciate you bringing that
10 up. Did Dr. Roe work on any other projects at HNCO?

11 A. Not that I'm aware of.

12 Q. Okay. Are you aware of whether or not he
13 presented any other projects at HNCO?

14 A. If he did, I was not aware.

15 Q. Yes, sir. You've heard this term being
16 "read in" to programs and projects; is that right?

17 A. Yes.

18 Q. Yes, sir. Can you tell us what that
19 means, to be "read in"?

20 A. Sure. I'm happy to. That just means
21 you're getting clearance to that Special Access
22 Program, and what that means, once you're cleared, it
23 means you're able to talk about that program,
24 contribute to the program, access to the data and the
25 files for that program, and as long as you're treated

1 within those SAP-protected channels.

2 Q. Yes, sir. And can we do the reverse for
3 being read out?

4 A. Sure. When you're read off of a program,
5 you know, all's that really means is that you no
6 longer have a need to know. You're no longer
7 materially contributing to the effort. And then your
8 access to everything that's protected in there, it's
9 cut off at that time.

10 Q. Okay. And so any permissions that you had
11 to access information, that's withdrawn?

12 A. That's correct.

13 Q. All right. Okay. Do you know if Dr. Roe
14 was ever read into Special Access Programs?

15 A. He was, yes.

16 Q. And was he -- was he ever read out of
17 Special Access Programs?

18 A. He was, but to my knowledge, he was
19 actually cleared to some currently still today.

20 Q. Okay. When you say that he's cleared to
21 some, can you tell us, first, how do you know that?

22 A. So part of my job is actually approving
23 people to get cleared, and so I have access to the
24 database called Jade, so as soon as someone is
25 submitted to become cleared to Special Access

1 Programs, you know, you put what's called a PAR,
2 P-A-R, and that goes into Jade. It gets adjudicated
3 through many different security checks and eventually
4 approved so someone can get read in, and then the
5 reverse is true to get read out.

6 Q. And it's -- you mentioned in your role you
7 have access, but you are -- are you an approving
8 authority for people being read in?

9 A. Yes. I had the authority delegated down
10 to me.

11 Q. Okay. And so for Dr. Roysdon, were you
12 the approving authority that read him in?

13 A. Most likely, yes, because at the time as a
14 PEM, I only got -- it's called triple A authority. I
15 didn't get triple A authority until kind of half my
16 tenure into being a PEM. And so I'm not sure if I
17 would have been at the initial onset of him being
18 read in. Definitely was by the time he got read out,
19 though.

20 Q. Okay. And so is the reverse true, then,
21 that you're the authority, and you have the authority
22 to revoke someone's access?

23 A. I can do that, but we typically also allow
24 our program offices to do that locally so they can --
25 you know, they have firsthand knowledge and need an

1 understanding of the security requirements for their
2 people; and so, typically, we like it to be done
3 locally at the program offices. But, yes, I can do
4 that also.

5 Q. Yes, sir. And so HNCO has the authority
6 to read someone out?

7 A. Correct. That's a routine thing. I mean,
8 if you think about it, military people, PCS people
9 move on all the time. People quit and go to other
10 jobs, and so those are pretty routine actions, yes.

11 Q. Yes, sir. But did HNCO have the authority
12 read someone in?

13 A. They do. They can conduct the read-in
14 once the approval has been granted.

15 Q. So fair to say that they can't
16 unilaterally do a full read-in?

17 A. Correct.

18 Q. And so they would need access from someone
19 like you to do the full access?

20 A. Correct.

21 Q. Okay. They can do the full read-out
22 without your permission?

23 A. They can, yes.

24 Q. Okay. All right. Okay. And so you
25 mentioned that he is still in some programs. Can you

1 tell us, when was the last time you searched for
2 Dr. Roysdon's access?

3 A. Sure. I did that this morning to see so I
4 had firsthand knowledge coming into this.

5 Q. Yes, sir. And so you mentioned that he's
6 still read into certain programs. Is there a chance
7 that that's an administrative anomaly, or is it -- it
8 must be intentional?

9 MS. SEEMAN: Objection to form.

10 You can answer.

11 A. I obviously have not talked to him or
12 understand the requirements for his current job. The
13 only thing I can see is what's entered into the Jade
14 database, and that's the most accurate record for
15 people getting read in and read out.

16 Q. (BY MR. HODGES) Yes, sir.

17 A. So he obviously has a requirement for his
18 new job to be cleared for those programs.

19 Q. When you looked, were you able to see what
20 his new job was?

21 A. His name is listed as working for ODNI,
22 Office of Director of National Intelligence.

23 Q. Yes, sir. Were you aware -- are you aware
24 of his position at ODNI?

25 A. I am not.

1 Q. Okay. I want to ask a question out of
2 just pure ignorance here. Jade, does it -- does it
3 track access across multiple departments?

4 A. Yes.

5 Q. Okay. And so if, say, someone has access
6 at HNCO, certainly you can see that, but it's not
7 because they're in HNCO's because you can see it in
8 Jade?

9 A. Correct. And I can see all of DoD.

10 Q. Okay. And so if there was a Marine in
11 Japan that had access to a program, you could see it
12 even though you have no supervisory responsibility
13 over it?

14 MS. SEEMAN: Objection to form.

15 You can answer.

16 A. That's correct.

17 Q. (BY MR. HODGES) Okay. All right. Thank
18 you for that education there.

19 Okay. Was Dr. Roe involved in any other
20 program other than Fibonacci?

21 MS. SEEMAN: Objection to form.

22 You can answer.

23 A. No, not that I'm aware of. And you're
24 referring to specifically his time in San Antonio at
25 the time --

1 Q. (BY MR. HODGES) Yes.

2 A. -- supporting HNCO? At that time, not
3 that I know of.

4 Q. Okay. All right. Thank you. Okay. So I
5 want to ask you about, did he ever have -- were you
6 ever aware that he had a role as a contractor?

7 A. I was notified of that, like I said
8 before, about a year into the Fibonacci efforts.

9 Q. Okay. And what did you become aware of?

10 A. That he, I guess, became a contractor and
11 was providing support to the Fibonacci programs in a
12 similar capacity that he was advising as a government
13 civilian NSA employee.

14 Q. Okay. Who brought that information to
15 your attention?

16 A. That would have been Will McVeigh.

17 Q. Okay. Did -- was Dr. Roysdon ever asked
18 to review some of the programs that Captain McVeigh
19 was responsible for?

20 A. Not to my knowledge.

21 Q. Okay. Did you ever ask Dr. Roysdon to
22 review any programs that Captain McVeigh was
23 responsible for?

24 A. I did not.

25 Q. Okay. Have you ever heard any of

1 Dr. Roysdon's statements that certain programs were
2 obsolete or overcome by events?

3 A. I've heard those comments, yes.

4 Q. Yes, sir. Do you know which programs
5 those comments were directed to?

6 A. I do, yes.

7 Q. Okay. Are you able to tell us?

8 A. I am not.

9 Q. Are they classified?

10 A. Yes, sir.

11 Q. Okay. Those -- who told you that he had
12 made those comments about those programs?

13 A. That probably would have come from him
14 directly. You know, we go down to San Antonio
15 occasionally and visit them. He probably would have
16 been there locally at the time or potentially at what
17 we call our PMRs, our Program Management Reviews.
18 It's when we host all of our program offices to one
19 location, and we conduct a review biannually of their
20 efforts. He attended at least one or two of those,
21 and there's also sidebars at those.

22 Q. Okay. Okay.

23 A. He probably would have just offered his
24 opinion, unwarranted.

25 Q. Yes, sir. Okay. So can you tell us

1 really quick, I believe you called them program
2 something reviews?

3 A. Yes, PMR, Program Management Review.

4 Q. Yes, sir. Can you just describe generally
5 what those are and how they go?

6 A. Happy to. So twice a year, you know, like
7 I mentioned before, all of our efforts span across
8 many program offices in the Air Force across the
9 country, and then -- so we invite them all to one
10 location, and it's -- we put a requirement in our
11 program offices to basically present a current status
12 of their efforts.

13 And the important thing about those events
14 is it's a chance at not us just at the headquarters
15 level, we bring in operators, testing evaluators, and
16 different people involved in the whole life cycle of
17 a program to get a full, in-depth understanding on
18 where they're going, where they're headed. Are they
19 behind? Are they doing well? Are there things
20 needed to get, you know, through different key
21 milestone checks?

22 But that's the type of audience that you
23 can have at that event, and so someone like Will
24 McVeigh or Jared Ekholm would present their current
25 status, in HNCO's example.

1 Q. And so -- yeah, so Captain McVeigh or
2 Colonel Ekholm would be presenting to, would it be
3 fair to say, you and several members on your team?

4 A. That's correct, yes.

5 Q. Yes, sir. And so when they present, are
6 there other people in the room who are also asking
7 questions about status and viability of the program?

8 A. Absolutely. I mean, you have everything
9 from COCOMs, or Combatant Commanders, to MAJCOMs to
10 requirements owners from joint staff to super
11 technical testers or operators that just want to know
12 how to use the thing at the end of the day.

13 Q. Yes, sir. Okay. So it's a fairly large
14 audience; is that fair?

15 A. There's usually about 150 to 200 people.

16 Q. Yes, sir. Would it be fair to say that
17 since Dr. Roysdon was read in, he could have attended
18 some of those briefings as well?

19 MS. SEEMAN: Objection to form.

20 You can answer.

21 A. Yes.

22 Q. (BY MR. HODGES) And do you recall
23 Dr. Roysdon maybe commenting during a briefing on
24 Fibonacci?

25 A. He actually presented at least one that I

1 can remember. There was a request, since he's one of
2 the technical experts, to present on Fibonacci
3 itself.

4 Q. Okay.

5 A. So, yes, he would have made comments at
6 that point.

7 Q. He would have made comments because he was
8 presenting at the PMR?

9 A. Exactly.

10 Q. Okay. And he would have been present when
11 Captain McVeigh was presenting some of his projects?

12 MS. SEEMAN: Objection; leading.

13 You can answer.

14 A. Most likely.

15 MR. HODGES: I'm sorry, Ms. Seeman. It
16 did break up. Did you say, "Objection; leading"?

17 MS. SEEMAN: Yes. That's one of the two
18 permissible deposition objections under the local
19 rules.

20 MR. HODGES: No, I'm not disputing it. I
21 just didn't hear it. It broke up a little bit.
22 Sorry.

23 Q. (BY MR. HODGES) Okay. So when Captain
24 McVeigh was presenting, was there -- was there an
25 occasion where Dr. Roysdon maybe said to a larger

1 group that the program appeared to be overcome by
2 events?

3 A. I don't think he would have said that to a
4 larger group. I don't remember exactly when the
5 comments were, but it would have come up at some
6 time.

7 Q. Yes, sir. During this larger PMR
8 occasion?

9 A. Most likely.

10 Q. Would he have said things about -- that
11 the program was obsolete?

12 A. Yes, but to be honest with you, this is a
13 regular thing. You know, think of us like a venture
14 capitalist making investments across a portfolio. A
15 lot of times we'll invest in maybe three or four
16 similar technology development efforts, understanding
17 that they're all high risk, and it's basically a
18 bake-off to see which one is going to get chuted to
19 that interstate that you're driving towards,
20 understanding there's probably going to be failures.
21 Some are going to have more challenges than others.

22 And so that's something that at the time
23 Dr. Roysdon wouldn't have the purview across the
24 entire series of things that were being invested in,
25 and so him being a key thing and his only project

1 being the Fibonacci, I'm sure he's going to say that
2 about other projects.

3 Q. Would it be fair to say that some of these
4 projects, that they compete for funding against other
5 projects?

6 MS. SEEMAN: Objection to form.

7 You can answer.

8 A. Sometimes. It's not always the case.

9 Q. (BY MR. HODGES) I mean, it's not a
10 bottomless pit, is it, with the money?

11 A. No.

12 Q. Limited resources, at least theoretically,
13 at the government level, right?

14 A. Absolutely.

15 Q. Sure. And so for Dr. Roysdon to evaluate
16 a program and call it obsolete, is that something
17 that your office would have considered?

18 A. We take input like that all day every day.
19 Whether or not it's considered to be for evaluation
20 of something else, you know, it's just regular
21 feedback that we get.

22 Q. Yes, sir. So I'm asking you, though, in
23 your capacity at AQ -- in quality review, when you
24 hear someone like Dr. Roysdon say, "That program is
25 obsolete," do you think he has -- do you think he has

1 the information and the intelligence to make that
2 type of evaluation?

3 MS. SEEMAN: Objection to form.

4 You can answer.

5 A. I think Dr. Roysdon is a very intelligent
6 individual. But I do think he's limited in -- in
7 other projects. He had only been involved in HNCO's.
8 He wouldn't have been involved in it regularly, and
9 someone else like AFRL, he would not have had that at
10 that time or probably regularity to information of
11 what's available there.

12 Q. (BY MR. HODGES) Yes, sir. Okay. But I
13 mean, when you hear someone like Dr. Roysdon speak,
14 who, like you mentioned, very intelligent individual,
15 he has some -- some very forward-thinking projects
16 that he's proposing. I mean, you'd agree with me
17 that his advice is something that you want to
18 consider, right?

19 MS. SEEMAN: Objection to form.

20 You can answer.

21 A. I take in all feedback. I don't
22 discriminate.

23 Q. (BY MR. HODGES) Okay. But you do
24 evaluate feedback, right? I mean, someone who
25 doesn't know anything about cybersecurity programs

1 offering advice, you'd be able to quickly dismiss
2 that as ignorant advice, right?

3 MS. SEEMAN: Objection to form.

4 You can answer.

5 A. Sure.

6 Q. (BY MR. HODGES) I mean, you do evaluate
7 the source of advice, don't you?

8 A. I do, yes.

9 Q. And would you evaluate -- when you hear
10 Dr. Roysdon giving you advice, you'd agree with me
11 that that's probably something you should at least
12 hear, fair?

13 MS. SEEMAN: Objection to form.

14 You can answer.

15 A. Sure.

16 Q. (BY MR. HODGES) And within this scope, if
17 Dr. Roysdon is telling you that a program is
18 obsolete, is that some advice that you would need to
19 look -- that you would choose to look into? Maybe
20 he's right; is that fair?

21 MS. SEEMAN: Objection to form.

22 You can answer.

23 A. Sure. I mean, we evaluate these programs
24 all the time.

25 Q. (BY MR. HODGES) Okay. I'm not going to

1 ask you about the name of the program, but when
2 Dr. Roysdon said that that program -- Captain
3 McVeigh's program was obsolete, did you reach the
4 conclusion that he was right?

5 A. I actually make the argument that, you
6 know, it's completely unrelated to his program. It's
7 a fundamentally different technology that he's
8 evaluating, and even if obsolete compared to other
9 things, it still was a capability at the time that
10 the Air Force did not have in its arsenal.

11 Q. Do you mean that he was wrong?

12 MS. SEEMAN: Objection to form.

13 You can answer.

14 A. No, I'm saying that it was a capability
15 that was not available to the Air Force at the time.
16 There's other organizations like NSA, for instance,
17 where he worked that might have had a more
18 sophisticated capability, but would have held that
19 for their own Title 50 reasons and not made it
20 available for the Title 10 customers like the Air
21 Force; and therefore, we had to go develop our own
22 similar capability.

23 Q. (BY MR. HODGES) Yes, sir. After
24 Dr. Roysdon made comments about Captain McVeigh's
25 program being obsolete or overcome by events, was

1 Captain McVeigh's program funding cut?

2 A. It's been a long time. I don't remember,
3 to be honest with you.

4 Q. Well, you seem to have -- you seem to know
5 which project it was we were talking about because
6 you mentioned it was classified.

7 A. Correct.

8 Q. Is that project still being funded?

9 A. No. And I should give a clarification
10 here, if it helps at all.

11 Q. Sure.

12 A. We run an S&T portfolio. It's cyber, and
13 so it's not like building an airplane. When you
14 build an airplane, you gotta hire an assembly line.
15 You build bombs. You build runways. And that's --
16 you're decades in the making of eventually fielding
17 one, cranking out planes, having people fly it, and
18 it lives on for years and years and years, right?

19 What we do is not like that whatsoever.
20 It's very short-time-frame stuff. It's a regular
21 project in our portfolio. It really only has a life
22 span of a year and a half to three years at the most.
23 So it's pretty regular that these things only go to
24 that time frame.

25 Q. Yes, sir. But if a program becomes

1 obsolete by virtue of other program developments and
2 other software developments, if a program that's
3 being funded by AQL becomes obsolete, you'd agree
4 it's probably appropriate to cut the funding, right?

5 MS. SEEMAN: Objection to form.

6 You can answer.

7 A. It depends. It depends on the
8 requirements that are levied upon us and if we still
9 have to satisfy those and if there's other options to
10 satisfy them. But, yeah, most likely if it is
11 obsolete, then it's obsolete.

12 Q. (BY MR. HODGES) Right. If it's obsolete,
13 there's no point in funding it?

14 A. Right.

15 Q. Right. Was -- so this project that I'm
16 referencing -- or that Dr. Roysdon was referencing
17 that he said was obsolete and overcome by events, was
18 it competitive with Fibonacci for funding?

19 A. No.

20 Q. I'm sorry?

21 A. That's a no.

22 Q. Okay. Sorry. Y'all, I'm sorry, I don't
23 know what my speaker is doing today, but that's why
24 I'm asking you to repeat that. Anyway, okay, I got
25 the answer. Thank you, sir.

1 Was Dan Brown -- do you know if Dan Brown
2 would have been at that -- at that larger meeting
3 where Dr. Roysdon would have presented his thoughts
4 about obsolete and overcome by events?

5 MS. SEEMAN: Objection to form.

6 You can answer.

7 A. I don't remember, to be honest with you.

8 Q. (BY MR. HODGES) Okay. Are you aware of
9 whether or not Dan Brown cautioned Dr. Roysdon about
10 saying bad things -- or making derogatory comments of
11 Captain McVeigh's programs?

12 A. I'm not aware of that.

13 Q. Okay. Are you aware of Dan Brown saying
14 that Captain McVeigh has a history of targeting
15 people or projects that compete with Captain
16 McVeigh's projects?

17 A. I don't remember, to be honest with you.
18 It's been a long time.

19 Q. You don't remember whether or not that's
20 ever come up?

21 A. No, I don't.

22 Q. Do you -- do you have a personal -- or do
23 you have an opinion as to whether or not Captain
24 McVeigh had targeted other programs that were
25 competitive with his?

1 MS. SEEMAN: Objection to form.

2 You can answer.

3 A. No.

4 MR. HODGES: Okay. We've been going for
5 about an hour, and I apologize, y'all. I probably
6 had a little too much water before we got started.
7 Do you mind if we take ten?

8 MS. SEEMAN: That's fine.

9 MR. HODGES: Yeah, maybe -- 12:03. I
10 guess come back at 13.

11 THE VIDEOGRAPHER: Let's go off the
12 record. The time is 11:03. We are going off the
13 record.

14 (Break was taken from 11:03 a.m. to
15 11:15 a.m.)

16 THE VIDEOGRAPHER: The time is 11:15. We
17 are back on the record.

18 Q. (BY MR. HODGES) Okay. Mr. Burghard, I
19 want to ask you a little bit now about you mentioned
20 that you became aware of this -- that there was an
21 issue with Dr. Roysdon in his NSA capacity and a
22 contractor capacity.

23 Can you tell us -- you may have already
24 said it, and I apologize if this is a repeated
25 question. Can you tell us how you became aware of

1 that allegation?

2 A. Sure. It would have been a phone call
3 from Will McVeigh.

4 Q. Okay. And can you tell us why that would
5 have come from Captain McVeigh instead of Colonel
6 Ekholm?

7 A. I mean, I think it's just because he's --
8 it's one of McVeigh's programs involving somebody
9 from one of his programs, so he would have had the
10 first exposure, first chance to report, you know.

11 Q. Okay. And so you say he would have given
12 you a phone call. Can you tell us what he said?

13 A. You know, I don't remember to the tee, but
14 it would have been something, you know, to the extent
15 of, Hey, I think we have a potential conflict of
16 interest here. We just found out that Dr. Roysdon
17 was basically performing the same work in a
18 contractor capacity that he was in his government
19 capacity.

20 Q. Okay. And did he explain to you why he
21 felt that was a conflict of interest?

22 A. He did. And, you know, his take on it at
23 the time is, you know, he's getting paid from the
24 government for the same thing twice. I mean, that --
25 and what I mean by that is he's providing technical

1 advice in his NSA role while he's also providing
2 technical advice in his contractor role for the exact
3 same project.

4 Q. Okay. And can you tell us, what did you
5 do after you got this information or this allegation
6 from Captain McVeigh?

7 A. Sure. I told him to document it and to
8 kind of start looking into the facts to see, is that
9 really truly a conflict of interest.

10 MR. HODGES: Okay. And so I'll ask
11 Rebecca -- Rebecca, would you pull up 477. Looks
12 like 477 to 480.

13 Q. (BY MR. HODGES) So, Mr. Burghard, are you
14 able to see the screen? It's changed, of course, and
15 I believe we've got a document -- we've got a
16 document up on the screen. Do you mind reading the
17 bottom right-hand corner? I just want to confirm
18 that you and I are looking at the same thing.

19 MS. SEEMAN: Are we able to zoom in?

20 A. Yeah, I was going to say it's pretty
21 small.

22 MR. GONZALEZ: I have a copy of it here
23 that's unmarked that I'm going to put in front of the
24 witness. You said 477 to 480?

25 MR. HODGES: Yes, sir, we're going 477

1 to 480.

2 MR. GONZALEZ: Okay. I'm going to put a
3 copy that's unmarked in front of him.

4 A. Sure. And to your question, John, the
5 lower right-hand corner says, "US," a bunch of zeros,
6 "477."

7 (Deposition Exhibit 1 was marked for
8 identification.)

9 Q. (BY MR. HODGES) Okay. Thank you, sir. So
10 I'm going to offer this as Exhibit 1 to your
11 deposition. So Exhibit 1, for the record, is a
12 four-page document starting at US_477, ending at
13 US_480.

14 Okay. And so I've asked Rebecca to kind
15 of show us --

16 MR. HODGES: If you would, Rebecca, show
17 us maybe the last -- the bottom of the third and the
18 top of the last. Okay. So thank you, Rebecca.

19 Q. (BY MR. HODGES) So, Mr. Burghard, when we
20 look at this document here -- I know you've got 480
21 in front of you in print -- do you recognize this
22 document?

23 A. I do, yes.

24 Q. Yes, sir. Can you tell us what we're
25 looking at here?

1 A. Sure. This would have been an e-mail from
2 me to, at the time, Captain Will McVeigh and probably
3 would have followed our phone call that we just
4 discussed.

5 Q. Yes, sir. And so do you see the date on
6 this e-mail that you sent Captain McVeigh?

7 A. I do, yes.

8 Q. Yes, sir. It says, April 19th, 2020.
9 Does that fit your recollection of approximately when
10 you would have become aware of Captain McVeigh's
11 allegations?

12 A. Yes.

13 MR. GONZALEZ: Did you say April or
14 August?

15 A. It's August on the document.

16 MR. HODGES: Yeah, Joseph, it sounds like
17 you might know better about what I said. Sorry,
18 y'all.

19 Q. (BY MR. HODGES) The document says what it
20 says, right, Mr. Burghard?

21 MS. SEEMAN: Just to interject quickly.
22 If we could stop with the highlighting. It's a
23 little difficult to track, and I think the witness,
24 because he has the print copy, can look for the
25 information without prompting from the screen?

1 MR. HODGES: Sure. Okay. And so I think
2 we were trying to make it zoom in, but I do
3 appreciate that y'all have the print version
4 available so we don't lose anything there.

5 Q. (BY MR. HODGES) Okay. So, Mr. Burghard,
6 do you mind telling us -- okay. We see the "To"
7 line. That's from you to Mr. -- or Captain McVeigh,
8 right?

9 A. Yes.

10 Q. Can you tell us who -- you cc'd some
11 folks. Now, can you tell us whether or not you were
12 the initiator of this e-mail thread?

13 A. Yes, I am the initiator.

14 Q. Okay. And so you chose to copy certain
15 people on this e-mail thread. Can you tell us who
16 you copied?

17 A. Sure, I'd be happy to. Starting from top
18 to bottom, left to right, I copied Michael Crunk,
19 Allen Beall, Brian Bohenek, Bill Bridges, Allen
20 Rabayda, Angela Ivey, and Christine Laning.

21 Q. Yes, sir. Who -- some of those names I
22 recognize and I've seen in this case, but some,
23 admittedly, I have not.

24 Mr. Crunk, can you tell us who he is?

25 A. Sure. He would have been been the

1 incoming and program security officer.

2 Q. When you say, "program security officer,"
3 what does that mean? Is it a general term, or was he
4 a security officer for a certain program?

5 A. Sure. I'll refer to him from now on as a
6 PSO, short for Program Security Officer.

7 Q. Yes, sir.

8 A. So for every SAP program, there's a
9 designated security person in charge of all security
10 matters that are involved in that SAP program. So at
11 the time that would have been a security PSO for this
12 particular SAP program.

13 Q. Okay. And so he was assigned to this SAP
14 program?

15 A. Correct.

16 Q. And Mr. Bridges, it looks like you copied
17 Mr. William Bridges?

18 A. Correct, that's right.

19 Q. Who is he?

20 A. He is a SETA support contractor in my
21 office, provides direct SETA support to me as the PEM
22 at the time.

23 Q. Okay. And then the last, Angela Ivey, who
24 is Angela Ivey?

25 A. She is an OSI, another program security

1 officer, the difference being I'm not familiar -- I'm
2 not sure you're experienced with OSI/PJ. They run
3 all security for the Air Force, investigations,
4 program security, facility accreditation, all that
5 stuff.

6 But the way they're broken up is by
7 detachments in geographical areas, so where Mike
8 Crunk and Allen Beall would have been located in San
9 Antonio under District, I think 7 or 8; I forget
10 which one exactly. They cover those areas.

11 But I have included Angela Ivey because at
12 the time she was the program security officer for all
13 of AQL, and she resides in the OSI/PJ headquarters.
14 So she would basically be kind of the boss of the
15 boss of Mike Crunk and Allen Beall, if you will.

16 Q. I see. Okay. And so -- and so you've
17 copied these security officers. Did you believe that
18 these allegations were an issue of security?

19 A. No. I just like to involve my security
20 folks in pretty much anything that, you know, doesn't
21 look or feel right that is going on in the program
22 for their awareness.

23 Q. Okay. But you didn't have any reason to
24 suspect that he was -- that there was a classified
25 information leak, did you?

1 A. No, no. This was purely about a potential
2 conflict of interest.

3 Q. Okay. And you said "potential," but at
4 this point did you have any -- had you reached any
5 conclusion as to whether or not there was a conflict
6 of interest?

7 A. No. At this time this was the initial
8 notification.

9 Q. And what was your goal in sending this
10 e-mail?

11 A. To document it, right? I mean, we're
12 talking military folks here, right? So any kind of
13 potential matter that comes up, I just want to have a
14 record of it for things like today, for future
15 reference even beyond when military people rotate in
16 and out.

17 Q. Yes, sir. Okay. And so I want to move on
18 to -- let's move up, I believe, two pages to 478.

19 A. Okay.

20 Q. So by this point, we're looking at
21 August 24th of 2020, right?

22 A. That's correct.

23 Q. Yes, sir. And so at this point you have
24 the MFR from Captain McVeigh?

25 A. That's right.

1 Q. Yes, sir. And so you ask a couple of
2 questions. You ask, Why did he -- or, "When did he
3 become a contractor?" Can you tell us why that was
4 important?

5 A. I mean, because that's basically what
6 stimulated the potential conflict of interest mainly
7 because he was -- from my understanding at that time,
8 he was a contractor of one and only of himself,
9 right, his own kind of company, if you will.

10 So that was really the concern. I mean,
11 there's no concern after that time that he was
12 providing an advisory role as a government employee,
13 no questions asked, right? And that was fine.

14 Q. Okay. And when you say that he was -- he
15 was a contractor by himself, do you mean that he was
16 a contractor or he was an employee of a company that
17 was a contractor?

18 A. It was my understanding that he was either
19 part of a small company or his own company. At that
20 point it was kind of still unclear as we were trying
21 to find out the information.

22 Q. Okay. And so the MFR that you're
23 responding to here, did it tell you whether or not he
24 was an individual or an employee of a contractor?

25 A. Yeah. I mean, I'll have to reference the

1 MFR. I don't have that in front of me, but, yes,
2 that was laid out in there.

3 Q. Okay. Okay. And so your second question
4 here, "Who awarded the contract without a DD254?"
5 Did you ever get an answer to that question?

6 A. I believe so at some point.

7 Q. Do you know who it was now?

8 A. I don't remember off the top of my head,
9 but it was probably either Dan Brown, Will McVeigh,
10 one of the usual folks that are on this effort.

11 Q. And so one of the folks who is making the
12 allegation would have awarded the contract without
13 the form?

14 MS. SEEMAN: Objection to form.
15 You can answer.

16 A. Potentially. Like I said, I don't
17 remember.

18 Q. (BY MR. HODGES) Well, I mean, you
19 mentioned that it would have been Dan Brown or
20 Captain McVeigh.

21 A. I'm just referring to someone from their
22 team. Like, I mean, that's the team responsible for
23 the Fibonacci efforts at the end of the day.

24 Q. Okay. And if you would join me on -- if
25 you would join me on the first page of this exhibit,

1 that's 477. Okay. And so here we have Captain
2 McVeigh's response to you. Do you mind joining me at
3 the end of that -- the first sentence? It says,
4 "However, the legal" team [sic]?

5 A. Okay.

6 Q. Yes, sir. It says, "However, the legal"
7 team "appears to have been around" -- excuse me, "the
8 legal e-mail appears to have been around April
9 of 2019. I forwarded you and Allen a copy on JWICS."
10 Do you see that line?

11 A. I do, yes.

12 Q. Yes, sir. Very briefly, can you tell us
13 what JWICS is?

14 A. Sure. It's an ITE network, if you will,
15 that's used to communicate classified information.

16 Q. Yes, sir. Are you able to tell us whether
17 or not you actually received a copy of that legal
18 e-mail on JWICS?

19 A. Still to this day, I don't think I
20 actually saw that.

21 Q. Did you receive any information about
22 Dr. Roysdon as it relates to these allegations on
23 JWICS?

24 A. To be honest with you, I don't check JWICS
25 that often. I'm primarily on SIC, which is the IT

1 network that we use for SAP information.

2 Q. Yes, sir.

3 MR. HODGES: So, Rebecca, you can take
4 that down, please. Thank you, Rebecca.

5 Q. (BY MR. HODGES) So, Mr. Burghard, this
6 reference to JWICS caught my attention because --
7 because I don't think that we've been produced some
8 of the -- some of your e-mails from JWICS that relate
9 to this.

10 Did you ever conduct a search on JWICS for
11 e-mails related to Dr. Roysdon and the allegations
12 that Captain McVeigh made?

13 A. Yes, I've searched all systems related to
14 this.

15 Q. Yes, sir. And was one of those systems
16 JWICS?

17 A. It was, yes.

18 Q. And did you turn those over to the Justice
19 Department attorneys?

20 A. I have.

21 Q. Yes, sir. Can you give me an estimate as
22 to how many e-mails you found?

23 A. Yeah. So I have -- the primary means of
24 communication for me for these is honestly SIC, and
25 I've turned over that inventory of about 20 e-mails

1 or so.

2 Q. Yes, sir. That was on SIC, but on JWICS
3 did you find any?

4 A. I'll go back and check.

5 Q. Do you recall doing a search on JWICS?

6 A. Yes.

7 Q. Can you -- do you recall what search or
8 how you conducted that search? Can you tell us?

9 A. Absolutely. So it was just a search
10 through e-mails on the key search terms that I was
11 provided relevant to this case.

12 Q. Okay. And once you -- if you got a hit,
13 so if you did a search term and you got a hit, can
14 you tell us what you did with that finding?

15 A. Sure. I stored them off to a local
16 folder.

17 Q. "Local," like on the hard drive on the
18 computer you were using?

19 A. Yeah, but we don't have storage on our
20 JWICS machine, so it's all based in an Outlook web
21 app.

22 Q. Okay. And what did you do after that,
23 like, after you put them in that Outlook web folder?

24 MR. GONZALEZ: So, John?

25 MR. HODGES: Yes.

1 MR. GONZALEZ: We've allowed you some
2 leeway on this questioning so that you can assure
3 yourselves that the search occurred and that there
4 was a thorough meeting of our obligations, but we're
5 not going to let you get into every single detail
6 about how documents were collected, how they were
7 stored and reviewed.

8 So, you know, you're getting into that
9 territory. You know, that -- that's between
10 Mr. Burghard and his attorneys, which is us, who we
11 represent. And so, you know, I'm going to ask you to
12 be a little careful with some of these questions
13 you're getting into because at a certain point we're
14 not going to allow it, okay?

15 MR. HODGES: Sure. So -- okay.

16 Q. (BY MR. HODGES) So, Mr. Burghard, I'm not
17 going to ask you anything that you may have told the
18 Justice Department lawyers. I'm not going to ask
19 about any of that communication, but I am going to
20 ask you about some of your -- your actions that you
21 took to search for these things. You say --

22 MR. GONZALEZ: And some of his actions,
23 though, John, are happening in direct coordination
24 with Counsel, and so we have allowed some leeway
25 because we want you to be assured that we have met

1 our obligations, and we think that, you know, given
2 the issues that you've raised, we'll allow that.

3 But you're getting into territory that it
4 is happening at the direct -- at the direction of
5 Counsel -- communications involving Counsel, and
6 that's a problem.

7 So, you know, I understand you're about to
8 give him some instructions, but I'm telling you
9 that's the limitation. So if your instructions are
10 conflicting with that, we'll take it from there, but
11 I'm letting you know our position.

12 MR. HODGES: Sure. No, I understand that
13 if you guys gave him certain instructions, that
14 that's privileged. I don't think his keystrokes and
15 use of a mouse is going to be privileged. That's
16 certainly witness activity, and that's what I'm
17 asking him about.

18 Q. (BY MR. HODGES) So, Mr. Burghard, let's
19 backtrack a little bit further. Are you able to say
20 how many e-mail -- responsive e-mails you found in
21 your searches on JWICS?

22 A. I don't know that off the top of my head.

23 Q. Right, yeah. And sorry. That was -- I
24 should have -- I should have sugarcoated that a
25 little bit. Do you have an estimate? Was it more

1 than five?

2 A. I don't remember, to be honest with you.
3 It's been a long time.

4 Q. Was there at least one?

5 A. I'm sure there was at least one, sure.

6 Q. Right. On JWICS?

7 A. (Nodded head up and down.)

8 Q. Right. Okay. And to your understanding,
9 you have turned those over to the Justice Department
10 lawyers?

11 A. I have turned everything that I have over.

12 Q. To the Justice Department lawyers, is that
13 who you would have given it to?

14 A. Yes.

15 Q. Okay. I want to --

16 MR. HODGES: Rebecca, let's pull up 686.

17 So, Joseph, and -- Joseph, I'm going to do
18 686 and the one on top of that, 685, so just the two.

19 MR. GONZALEZ: Okay. Let me see if I can
20 find that.

21 MR. HODGES: Sure.

22 MR. GONZALEZ: What's the date?

23 MR. HODGES: Sorry. Looks like July 22nd,
24 2020.

25 MR. GONZALEZ: Okay.

1 MR. HODGES: The first -- yeah, all of
2 them are July 22nd.

3 MR. GONZALEZ: I'm handing him 633, which
4 I think is the same information, 633 and 632.

5 MR. HODGES: Yeah, I think you're right.
6 I've got it -- I've got it in a couple of spots.

7 MR. GONZALEZ: So it's the same stuff.

8 THE DEPONENT: Okay.

9 MR. HODGES: Yeah, okay. So, in fact,
10 Rebecca, let's all be on the same page. I'll get to
11 633. Let's go to 633 and 632.

12 (Deposition Exhibit 2 was marked for
13 identification.)

14 Q. (BY MR. HODGES) Okay. So, Mr. Burghard,
15 I'd like to start here at the bottom. Oh, 633,
16 excuse me, at the bottom of 633. Okay.
17 Mr. Burghard, have you seen -- have you seen this
18 e-mail thread before?

19 A. Yes, sir.

20 Q. Can you tell -- can you tell us who
21 initiated this e-mail thread?

22 A. Yes, I did.

23 Q. Yes, sir. And it looks like -- it looks
24 like again you copied Michael Crunk?

25 A. That's --

1 Q. I'm sorry. I was wrong. Sorry. You sent
2 it to Mr. Crunk?

3 A. Correct, yes.

4 Q. And again, he's the -- you said -- I'm
5 sorry. You said PSO?

6 A. That's correct, PSO.

7 Q. Okay. So can you tell us what the purpose
8 of this e-mail was?

9 A. Yeah, happy to. This e-mail took place
10 after I attended a technical demonstration of the
11 Fibonacci project at Kudu Dynamics. At the time I
12 went there to see a demo that -- which is the normal
13 thing for us just to kind of see how is the
14 development coming along.

15 And so I attended the demo. At the time
16 the Kudu Corporation was out in the Reston area of
17 Virginia. Got there. Saw the demo. The demo
18 occurred in a completely unclassified environment, so
19 that caught me a little bit off guard since we're
20 funding with SAP dollars or a SAP-classified program.
21 So it obviously raises some concerns on how we're
22 actually protecting this effort.

23 And so that's what initiated this e-mail
24 as to basically notify our security folks that we had
25 an issue at that time.

1 Q. Yes, sir. So it was a demo of one of the
2 Fibonacci programs. That demo, can you tell us, was
3 Dr. Roysdon there?

4 A. It's been a long time. I don't remember,
5 to be honest with you.

6 Q. Do you remember who presented the demo?

7 A. It would have been the Kudu Dynamics
8 employees. I don't remember.

9 Q. Sure, okay. But it wasn't -- it wasn't
10 Captain McVeigh or Dan Brown presenting that demo?

11 A. No. It was definitely the folks at Kudu.

12 Q. Yes, sir. And it also just -- I just want
13 to make sure I'm excluding the people it wasn't for a
14 moment. Are you able to say that it was not
15 Dr. Roysdon?

16 A. Yeah, he would not have presented it that
17 day.

18 Q. Yes, sir. Okay. And so the security
19 concerns that you had, it looks like you're calling
20 for a phone call?

21 A. That's correct.

22 Q. Yes, sir. Did that phone call occur?

23 A. It did.

24 Q. And can you tell us, was everybody on this
25 distribution list, were they in attendance on that

1 phone call?

2 A. I believe most were, yeah.

3 Q. The PSO was on the call?

4 A. He was, yeah.

5 Q. Yes, sir. Can you tell us -- can you tell
6 us, your security concerns, did they have anything to
7 do with Dr. Roysdon?

8 A. No, they did not.

9 Q. Right. And so it had nothing to do with
10 any of the allegations related to him being a
11 contractor versus an NSA employee?

12 A. No. This was completely around the
13 security for how the program was being handled at
14 Kudu Dynamics.

15 Q. Right, right. Okay. So it had to do with
16 how -- that relationship between HNCO and Kudu, how
17 they were managing the project?

18 A. Absolutely.

19 Q. Okay. And I just want to make sure
20 because -- I just want to make sure this had
21 absolutely nothing to do with -- there was no
22 allegation that Dr. Roysdon had caused you security
23 concerns?

24 A. That's correct.

25 Q. Has he ever caused you security concerns?

1 A. Honestly, there was -- there was mention
2 that he possibly did, you know, work unclassified at
3 his house or something like that. So, yes, those
4 comments did cause some concern.

5 Q. When was that?

6 A. Probably shortly after this event, not,
7 like, weeks or so. Probably, like, months or so. It
8 was just a comment. I don't know the results of
9 that, to be honest with you.

10 Q. Did you -- did you call for a conference
11 like this one?

12 A. I did. I called together Will McVeigh,
13 Jared Ekholm, and the PSOs to figure out what's going
14 on.

15 Q. Did you ask for Dr. Roysdon to attend that
16 conference?

17 A. I did not, no.

18 Q. Why not?

19 A. At the time I wanted to have a direct
20 interaction with my program offices responsible for
21 the effort to have them verify.

22 Q. Did you -- was there any action taken
23 after that conference about Dr. Roysdon -- about the
24 allegation or the concern that Dr. Roysdon was doing
25 work from home?

1 MS. SEEMAN: Objection to form.

2 You can answer.

3 A. I thought we were talking about this
4 e-mail here for Kudu.

5 Q. (BY MR. HODGES) I'm sorry. Sorry.

6 MR. HODGES: Rebecca, do you mind taking
7 that down.

8 Q. (BY MR. HODGES) Yeah, sorry,
9 Mr. Burghard. I did blur the lines there a bit. So
10 I think -- yeah, I think I understand what I needed
11 to from the exhibit that we just looked at, but while
12 I was talking to you about that, I did blur the line,
13 and I asked you, Hey, did you ever have any concern
14 about Dr. Roysdon?

15 And I believe you responded that you had
16 some concern -- a security concern because you --
17 because of an allegation that he had done work from
18 home. Did I characterize that right?

19 A. That's right. It was based on a comment
20 that was made. You know, at the time I didn't have
21 the facts, so I did call to figure out what was going
22 on, which gets us back to that memorandum for the
23 record that we've talked about.

24 Q. Oh. Wait, so the memorandum for the
25 record, was that a security concern?

1 A. Sorry. I think we are talking past each
2 other here. I'll break it up. So we're done here
3 with Kudu, right?

4 Q. Yes, sir.

5 A. Okay. So in terms of -- can you ask your
6 question again? I'm sorry.

7 Q. Yeah, so -- okay.

8 MR. HODGES: Rebecca, do you mind taking
9 us off of the exhibit view. Thank you.

10 Q. (BY MR. HODGES) Okay. So, Mr. Burghard,
11 I'm sorry. You and I have never spoken before today,
12 right?

13 A. That's right.

14 Q. And so this is -- this is my only time to
15 talk to you before trial, and so some of the
16 questions that I ask is me trying to understand some
17 of the things that you'll say at trial.

18 And a minute ago I asked you about if you
19 ever had any security concerns related to
20 Dr. Roysdon, and your response was about Dr. Roysdon
21 working from home and that that kind of raised some
22 security concerns for you.

23 Can you tell me what you did after that
24 security concern was raised in your mind?

25 A. Sure. At that time I would have notified

1 the PSO.

2 Q. Yes, sir. And what happened after that?

3 A. The OSI would have done what they always
4 do in those situations. They would have either
5 conducted an interview, started an investigation, or
6 something along those lines.

7 Q. Yes, sir. Okay. And did you take any
8 further action with regard to that security concern
9 that he was working from home?

10 A. I did not, but that's not my job. That's
11 OSI/PJ's job. It's my job to note it.

12 Q. Yes, sir. Did you ever -- were you ever
13 made aware of any action that was taken in response
14 to you letting them know about that security concern?

15 MS. SEEMAN: Objection to form.

16 You can answer.

17 A. I was not.

18 Q. (BY MR. HODGES) Okay. So you're not able
19 to say whether or not there was any security concern
20 that had been founded?

21 A. I'm not able to. I would defer to OSI/PJ
22 for that.

23 Q. Okay. Yes, sir. Thank you. Sorry. When
24 you said that, I needed to ask about it because I'm
25 not going to get to talk to you again after today

1 until we get to trial.

2 A. No worries.

3 Q. Okay. So I want to ask you, so we've got
4 Captain McVeigh who has done this MFR. Are you aware
5 of whether or not that turned into an OSI
6 investigation about Dr. Roysdon's capacity as a
7 contractor and as an NSA employee?

8 A. I heard mention that it might have been an
9 investigation or an interview with Dr. Roysdon, but
10 that's about the extent. I was reapproached by folks
11 in OSI/PJ later with questions about this. I think
12 at the time Special Agent Christopher Webb -- it
13 wasn't really about Roysdon directly, but it was
14 questions about the Fibonacci programs.

15 Q. Okay. Did -- were you ever interviewed by
16 OSI with regard to the allegations that Captain
17 McVeigh made?

18 MS. SEEMAN: Objection to form.

19 You can answer.

20 A. I was only interviewed by Chris Webb,
21 Special Agent Webb, and he never said what the
22 interview was about. He said, Hey, I'm here about a
23 matter for HNCO, and they need to know a historical
24 record for what's the -- what's the funding history
25 that was applied for the Fibonacci efforts, and we

1 supplied that.

2 Q. (BY MR. HODGES) Okay.

3 A. But it was not -- it was not
4 security-related, or what I was interviewed for
5 anyways.

6 Q. Were you ever interviewed by any other
7 organizations with regard to this allegation of him
8 being somewhat dual-headed?

9 A. I was not.

10 Q. What about in the inquiry by Colonel
11 Rebecca Welch? Sorry. I'll just pull up the
12 document and not leave you in a lurch, okay? Sorry.

13 A. Thank you.

14 Q. Yeah, sorry.

15 MR. HODGES: So, Rebecca, do you mind
16 pulling up -- and, Joseph, I'm looking at 724 to 738.

17 MR. GONZALEZ: What's the date?

18 MR. HODGES: Looks like June of '22.

19 MR. GONZALEZ: I don't have that one in
20 this binder, so we'll have to work from the screen.

21 MR. HODGES: Okay.

22 THE DEPONENT: Is there a way to zoom in a
23 little bit, by any chance?

24 MR. HENRY: Rebecca, is it not possible to
25 make it -- not to use that zoom function, but to just

1 make it screen width? Give us just one second.

2 We'll blow it up for you.

3 Q. (BY MR. HODGES) While she's working on
4 that, for the record, this Exhibit 3 is a -- I
5 believe a -- shoot, I had it; excuse me -- 15-page
6 document from US_724 to US_738.

7 (Deposition Exhibit 3 was marked for
8 identification.)

9 MR. HENRY: Rebecca, if you can release
10 share, I can pull it up. Oh, you did it.

11 THE DEPONENT: There we go.

12 MR. HODGES: Thank you, Rebecca. Okay.
13 So -- okay. So, Rebecca, if you would, take us to
14 732. Let's go to the bottom half of that document.
15 There we go. Thank you.

16 Q. (BY MR. HODGES) Okay. So, Mr. Burghard,
17 I'm showing you -- I'll represent to you that this is
18 a document that was produced from the government
19 related to an IG complaint, and these are the
20 internal -- the investigative notes. Do you remember
21 speaking with Colonel Rebecca Welch?

22 A. Very vaguely. It might have just been a
23 quick conversation. But, you know, it was a long
24 time ago. I don't really remember much.

25 Q. Okay. Well, let's take a look here at the

1 bottom half of 732. So she's archived this e-mail
2 from her Inspector General e-mail account. Do you
3 see the "To" line? Do you see the "Burghard, Joseph
4 D. NH-04"?

5 A. I do, yes.

6 Q. Yes, sir. Do you recognize that as your
7 e-mail account?

8 A. It is, yes.

9 Q. Okay. Do you recall that she reached out
10 to you as she was conducting that IG -- that
11 investigation into the IG complaint?

12 A. Like I said, just -- just really vaguely.

13 Q. Okay. Well, she's calling for a phone
14 call. Do you recall whether or not y'all had a phone
15 call?

16 A. I don't remember. It seems like maybe, to
17 be honest with you. It's been a while.

18 Q. Yes, sir. Let's --

19 MR. HODGES: Rebecca, if you'll scroll to
20 the top half of the page.

21 Q. (BY MR. HODGES) So I'll represent to you
22 that this appears to be where Colonel Welch put her
23 notes into the IG investigative system. I'll give
24 you a moment to review this. Are you able to see it
25 okay?

1 A. Yeah, yeah, I can read it. Thanks.

2 Q. Yes, sir.

3 (A pause occurred in the proceedings.)

4 Q. (BY MR. HODGES) Mr. Burghard, have you
5 had a chance to review Colonel Welch's notes?

6 A. Yeah, I'm good when you are.

7 Q. Yes, sir. So I wanted to ask you about
8 her notes. So it says here that, "Mr. Burghard did
9 not know anything about Captain McVeigh allegedly
10 turning in Dr. Roysdon for being an insider threat
11 and thereby getting him removed from the classified
12 program."

13 Do you have any information or are you
14 aware of an allegation that Dr. Roysdon was an
15 insider threat?

16 A. I'm not. I'm sorry.

17 Q. You don't have any information about that
18 whatsoever?

19 A. I don't.

20 Q. Yes, sir. It says, "Mr. Burghard said
21 that Dr. Roysdon misrepresented himself as working
22 for NSA, but he actually had his own personal side
23 business."

24 Is that something that you would have said
25 to Colonel Welch?

1 A. Most likely, and I would have been
2 referring to this conflict of interest that we've
3 been talking about.

4 Q. I'm sorry, this "what" that we've been
5 talking about?

6 A. The potential conflict of interest.

7 Q. I see. Okay. And so -- but did you know
8 whether or not he had his own business?

9 A. I think we talked about that about an hour
10 ago; but, you know, at the time I was notified he was
11 in some contractor status. And, yeah, it had been
12 mentioned that he was either in his own company or as
13 a subcontractor.

14 Q. Had he ever represented to you that --
15 that he was working in it as an NSA employee when, in
16 fact, he was working as a -- as a contractor?

17 A. He only represented to me that he was an
18 NSA employee.

19 Q. Okay. And how often did he -- you
20 mentioned that you didn't deal with him directly as
21 often as you would have dealt with Captain McVeigh or
22 Colonel Ekholm?

23 A. That's right.

24 Q. And so would it be fair to say that he
25 could have represented to them that he was working in

1 a contractor capacity?

2 MS. SEEMAN: Objection to form.

3 A. Yeah, I don't want to speak on behalf of
4 them. That's what they would seem to be saying.

5 Q. (BY MR. HODGES) Right. I mean, so there
6 is a possibility that he did that, and you just
7 didn't know about it?

8 A. Yes.

9 MS. SEEMAN: Objection to form.

10 A. Yeah. I mean, I wouldn't have known.

11 Q. (BY MR. HODGES) Right. Okay. Okay. It
12 says here, "This side business created a significant
13 conflict of interest."

14 Is that your understanding, that him
15 working as a contractor created a significant
16 conflict of interest?

17 A. My understanding, that it was a potential
18 conflict of interest.

19 Q. Okay. And so, Mr. Burghard, I'm asking
20 you to read through notes of someone else who is
21 trying to memorialize something they think you said,
22 and I don't know if -- I don't know if the words that
23 you said have correctly made it onto this page, and
24 so that's the only reason I'm asking you about this.

25 A. Okay.

1 Q. And so you just added a clarification that
2 it's a "potential conflict of interest." She says
3 that you said "significant."

4 MS. SEEMAN: Is that a question?

5 MR. HODGES: Well, yes, I'm going to get
6 there.

7 Q. (BY MR. HODGES) So do you know if you
8 said "significant conflict of interest"?

9 A. I mean, that's a long time ago. I don't
10 recall, to be honest with you.

11 Q. As you sit here today, are you able to say
12 whether or not you believed it to be a significant
13 conflict of interest?

14 A. I still don't know. It's my understanding
15 that there was a legal finding that was run through
16 some NSA legal office that, you know, determined one
17 way or the other. But like I said, I've never seen
18 that one. So I still to this day don't know, to be
19 honest with you.

20 Q. Yes, sir. And that's all I'm asking. Do
21 you have any -- did you form your own opinion as to
22 whether or not it was a conflict of interest?

23 A. My opinion that it has an appearance of a
24 conflict of interest, for sure.

25 Q. And so from your perspective, it was

1 worthy of reporting, but you didn't form your own
2 opinion?

3 A. Right.

4 Q. Okay. All right. And so here at the end
5 of this, the last sentence of Colonel Welch's
6 narrative, it says, "Dr. Roysdon's contract was
7 either terminated or allowed to expire in order to
8 remove the conflict of interest."

9 Is that something that you would have
10 said?

11 A. That's something that HNCO would have done
12 and been aware of.

13 Q. Right. Well, she's quoting an interview
14 that she had with you.

15 MS. SEEMAN: Well, I'm going to object.
16 That's not what this document is. It doesn't have
17 any direct quotes from Mr. Burghard in what we're
18 looking at.

19 So, I mean, to the extent that you're
20 mischaracterizing what the document is, that's not
21 accurate. So I'm going to ask you to rephrase.

22 MR. HODGES: Sure.

23 Q. (BY MR. HODGES) So, Mr. Burghard, the
24 opening line in this -- in this entry here. It says,
25 "I spoke with Mr. Joseph D. (Danny) Burghard today."

1 And so the representation here is that she is
2 memorializing in her own words the conversation that
3 y'all had.

4 And so I'm asking you about this last
5 sentence here, because I don't know if you said it or
6 not, but that's why I'm asking. I'm asking you -- it
7 says, "Dr. Roysdon's contract has been terminated or
8 allowed to expire in order to remove the conflict of
9 interest."

10 Let's ask it first, is that your
11 understanding?

12 A. I don't remember, to be honest with you.

13 Q. Yes, sir. But as you sit here today, is
14 that your understanding, that his contract was
15 terminated or allowed to expire?

16 MS. SEEMAN: Objection; asked and
17 answered.

18 You can answer again.

19 A. Yeah. I mean, I don't remember, to be
20 honest with you.

21 Q. (BY MR. HODGES) Right. So -- sorry,
22 Mr. Burghard. I want to clarify my question. So I'm
23 not asking you if you remember it right now. I'm
24 asking you your understanding as you sit here today.
25 Was Dr. Roysdon's contract terminated or expired to

1 remove the conflict -- the alleged conflict of
2 interest?

3 A. Yeah, I would defer --

4 MS. SEEMAN: Objection; form.

5 You can answer.

6 A. I would defer to HNCO as far as the reason
7 for that contract action.

8 Q. (BY MR. HODGES) Would it be fair to say
9 that you don't know one way or another whether or not
10 it was allowed to expire or terminate?

11 A. Yeah, that's right.

12 Q. Okay. And so you don't have any personal
13 knowledge; we need to address that question to HNCO?

14 A. Yes.

15 Q. Okay. And I want to -- I think you
16 answered this question that I wasn't asking, so I'm
17 going to ask this one directly. Do you recall making
18 that representation to Colonel Welch?

19 A. It's been a long time, to be honest with
20 you. I'm not sure.

21 Q. Okay. Fair to say you don't remember
22 whether you made that representation or not?

23 A. Yeah, I don't remember.

24 Q. Okay. Okay.

25 MR. HODGES: Rebecca, you can pull that

1 one down, please.

2 THE VIDEOGRAPHER: Rebecca, you're still
3 on black. Thank you.

4 MR. HODGES: Okay. All right. Rebecca,
5 let's get 60 to 66, please.

6 Joseph, do you think y'all have 60 to 66,
7 or do we need to work off the screen?

8 Q. (BY MR. HODGES) Mr. Burghard, do you want
9 to just work off the screen?

10 A. That's fine. It's large enough.

11 Q. Okay. Okay.

12 MR. HODGES: Rebecca, if you'd get us down
13 to 66.

14 (Deposition Exhibit 4 was marked for
15 identification.)

16 Q. (BY MR. HODGES) Okay. So, Mr. Burghard,
17 we've got -- I'm representing -- okay. So for the
18 record, Exhibit 4 is an e-mail thread beginning at
19 US_60 continuing to US_66, which is on the screen
20 here. Mr. Burghard, so I'll represent to you that
21 this is an e-mail presented -- or produced to us from
22 the Justice Department attorneys.

23 Do you recognize Mr. Brown's e-mail here
24 at the top of this -- top of this thread?

25 A. No, but I can see it fine.

1 Q. Okay. I mean, but you recognize Mr. Brown
2 as a civilian contractor for the -- or civilian
3 employee at the Air Force?

4 A. Sure, yeah.

5 Q. Sure, and so you see where he's asking for
6 paperwork from the NSA saying that he can work as a
7 contractor outside of NSA hours?

8 A. Sure.

9 Q. Did you know that -- did you know that Dan
10 Brown was asking for that information from
11 Dr. Roysdon?

12 A. I knew when we were notified about a
13 potential conflict of interest that, yeah, we asked
14 for paperwork to support the reason he was doing
15 contracting work.

16 Q. Yes, sir. And so you're not surprised to
17 see Dan Brown asking for it and citing that Captain
18 McVeigh is asking for it too?

19 A. Correct, sure.

20 Q. Okay. And so let's go --

21 MR. HODGES: Rebecca, if you'll scroll
22 past 65 -- well, yeah, let's just go to 63, excuse
23 me. And, yeah, let's just go to the middle of it,
24 please.

25 MS. SEEMAN: Can you scroll to the bottom

1 just so we can see what Bates number we're at. Thank
2 you.

3 Q. (BY MR. HODGES) Okay. So, Mr. Burghard,
4 you see that here on August 20th of 2020, that
5 Dr. Roysdon responded to Mr. Brown's request for that
6 paperwork?

7 A. Okay.

8 Q. Yes, sir. Were you aware that he had
9 received a legal opinion from the NSA Office of
10 General Counsel in April of 2019?

11 A. Yeah, I don't remember the date, but I was
12 made aware that the NSA OGC did make a determination,
13 yes.

14 Q. Yes. And so he had reached out in 2019 to
15 ask about this potential conflict issue?

16 A. Yeah. Like I say, I don't remember the
17 time frame like that, but I was aware that he did
18 reach out to OGC.

19 Q. Yes, sir. And so you would agree with me
20 that he responded within one day of Dan Brown's
21 request, Hey, give us the paperwork that allows you
22 to serve in an NSA capacity and a contractor
23 capacity?

24 MS. SEEMAN: Objection to form.

25 You can answer.

1 A. Sure. That's what the e-mail says.

2 Q. (BY MR. HODGES) Right. And in fact, he
3 didn't ask for -- he didn't ask for an OGC opinion in
4 response to that. In fact, he already had it here,
5 right?

6 MS. SEEMAN: Objection to form.

7 You can answer.

8 A. It is, yeah, but I don't know if this is
9 applicable if it's in reference to the same efforts,
10 yeah.

11 Q. (BY MR. HODGES) Right. Okay. And so --

12 MR. HODGES: And so if you would, Rebecca,
13 scroll down to 64. Looks like it will be in the top
14 half of 64.

15 Q. (BY MR. HODGES) So this is still
16 Dr. Roysdon providing that, "OGC summarized the 2019
17 guidance in an e-mail received this afternoon." And
18 then had you seen this e-mail thread before?

19 A. I don't recall.

20 MR. HODGES: Okay. Rebecca, do you mind
21 scrolling down just a little bit to the bottom of 64.

22 Q. (BY MR. HODGES) And so we've got
23 Dr. Roysdon presenting to Dan Brown, it says, "OGC
24 provided the following guidance in April of 2019."
25 Did you know that he provided that to Dan Brown?

1 MS. SEEMAN: Objection; misstates the
2 document.

3 You can answer.

4 A. Like I said, I had heard it had all been
5 done with OGC. That's just the extent of what I
6 knew.

7 Q. (BY MR. HODGES) Yes, sir.

8 MR. HODGES: And, Rebecca, do you mind
9 zooming out just a little bit. There we go.

10 Q. (BY MR. HODGES) And then so if you
11 would -- so, Mr. Burghard, do you see where, at the
12 bottom of 64, he's providing the OGC's analysis?

13 MR. HODGES: If you'd scroll down a little
14 bit, Rebecca, to 63.

15 Q. (BY MR. HODGES) And so, Mr. Burghard, you
16 see the analysis that OGC provided -- or that he's
17 representing was provided in April of 2019?

18 MR. GONZALEZ: Hey, John, I can't read
19 that. I don't know if the witness can read it when
20 it's, like, paragraphs and paragraphs of -- I guess
21 you're representing legal analysis. If you want, I
22 can go print it out and put it in front of him and
23 give him an opportunity to read it if you have
24 questions.

25 But, you know, to put a legal document in

1 front of a witness who doesn't ever recall seeing it
2 and asking him questions, like, I'd at least like to
3 print it out for him if that's what we're going to
4 do.

5 MR. HODGES: Yeah, what do you think?
6 Yeah, if you don't mind doing that, Joseph. I know
7 that's an accommodation. If you don't mind doing it,
8 you want to take five?

9 MR. GONZALEZ: Sure, sure. We can go
10 ahead and do that, yeah.

11 MR. HODGES: Thanks, Joseph.

12 THE VIDEOGRAPHER: The time is 12:08. We
13 are going off the record.

14 (Break was taken from 12:08 p.m. to
15 12:17 p.m.)

16 THE VIDEOGRAPHER: The time is 12:17. We
17 are back on the record.

18 Q. (BY MR. HODGES) Okay. All right.

19 Mr. Burghard, so -- sorry, I hit a button here, and
20 my computer locked.

21 So do you have -- do you have the e-mail
22 from OGC in front of you now?

23 A. Yes, I have it right here.

24 Q. Yes, sir. Do you mind reading the -- I
25 just need to understand what range of pages you have

1 in front of you. What's the bottom right?

2 A. Starting, I have US_60. It goes all the
3 way to US_66.

4 Q. Okay. Thank you, sir. I appreciate it.

5 MR. HODGES: Thank you, Joseph, and your
6 team for printing that off for us.

7 Q. (BY MR. HODGES) Okay. So, Mr. Burghard,
8 you see several pages of legal analysis there
9 beginning at 64 to -- well, the entirety of 65, and
10 then it looks like it was somewhat re -- or
11 summarized there in 64.

12 A. Okay.

13 Q. Yes, sir. You see that. And at the front
14 of this on Bates 60, the first page, we've got at the
15 bottom -- do you see at the bottom there where the
16 e-mail from Mr. McVeigh -- or Captain McVeigh, excuse
17 me, to you and Allen Rabayda?

18 A. Yes, I see that.

19 Q. Right. I mean, you don't have any reason
20 to dispute this representation that he had forwarded
21 that stuff to you?

22 A. Of course. It's right here.

23 Q. And I mean, this is -- you would expect
24 that from Captain McVeigh to kind of follow up, Hey,
25 here's some additional information to the allegation

1 that he made earlier?

2 A. Sure.

3 Q. Right. And you don't -- at this point you
4 don't have any reason to dispute the legal analysis
5 that was provided by the OGC?

6 MS. SEEMAN: Well, objection. He's not an
7 attorney, so it's not proper to ask him for his legal
8 opinion on advice given by a different agency.

9 MR. HODGES: Sure.

10 Q. (BY MR. HODGES) So I'm not --
11 Mr. Burghard, I'm not going to ask you for a legal
12 opinion. I'm asking you if you had any reason to
13 dispute that they had that analysis?

14 MR. GONZALEZ: What do you mean, "they had
15 that analysis"? Because he just testified that he
16 wasn't -- he didn't recall getting this analysis, so
17 now he has it in front of him. Do you want him to
18 review the analysis? Is that what's going on here?

19 MR. HODGES: Sorry, sorry. I didn't
20 realize that he said he didn't know -- or he didn't
21 recall seeing it. I'll backtrack, Joseph, based on
22 that comment.

23 Q. (BY MR. HODGES) So, Mr. Burghard, do you
24 recall getting forwarded Dr. Roysdon's representation
25 of the legal analysis from the OGC?

1 A. I mean, it shows it here, right? So. . .

2 Q. Yes, sir. And I don't think you're
3 disputing that you got it. I'm asking if you recall
4 getting it.

5 A. No, I don't, actually. It's been -- like
6 I said, it's been a long time. I just can't
7 remember.

8 Q. Well, at this point -- okay. Well, at
9 this point on August 24th, you hadn't formed an
10 opinion as to whether or not there was actually a
11 legal conflict?

12 A. Correct.

13 Q. Right. Okay.

14 MR. HODGES: Okay. I think we can be done
15 with that Exhibit 4. So, Rebecca, can we get to 233
16 through 234, please.

17 (Deposition Exhibit 5 was marked for
18 identification.)

19 Q. (BY MR. HODGES) So --

20 MR. GONZALEZ: I just gave him a copy of
21 it. Just to be clear for the record, I highlighted a
22 sentence. There's no writing on it, but these are my
23 records. So one of the sentences is highlighted. It
24 has nothing to do with this, but as long as you don't
25 object, I'll provide it to him.

1 MR. HODGES: No, I appreciate you
2 providing it, and I'll even go a step further in
3 extending an olive branch. I'm not going to ask
4 which sentence was highlighted. So, yeah.

5 Q. (BY MR. HODGES) So if you would,
6 Mr. Burghard, if you'd join me on the back -- or on
7 the second page, excuse me. It should be Bates 234.

8 A. Just for the record, it looks the same. I
9 just have a different number on mine.

10 Q. Okay.

11 A. It's US_176.

12 Q. Okay. Just so we're clear and we're
13 looking at the same document, what's the number of
14 the last numbered paragraph of the document you're
15 looking at?

16 A. It's 6.

17 Q. Yes, sir. And whose electronic signature
18 appears to be at the bottom?

19 A. Richard Bremer.

20 Q. Thank you. I just wanted to confirm we're
21 looking at the same document, that's all.

22 A. Sure.

23 Q. So, Mr. Burghard, were you aware that
24 Mr. Bremer had been appointed to conduct an inquiry
25 into this -- into this matter?

1 A. I knew there was an inquiry being done,
2 and I had heard the name Richard Bremer, but that's
3 about the extent of what I knew.

4 Q. Do you recall ever having seen this
5 Exhibit 5 before?

6 A. I do not.

7 Q. Okay. And so then at the bottom there,
8 paragraph 6, where it says, "No corrective actions
9 recommended to prevent future incidents as no
10 incident occurred," you hadn't seen that before then
11 either?

12 A. That's -- that's correct.

13 MR. HODGES: Okay. Let's take that one
14 down, Rebecca.

15 Q. (BY MR. HODGES) So, Mr. Burghard, at some
16 point you had a representation of legal analysis.
17 You were aware that there was an investigation or an
18 inquiry that was being conducted, but those are two
19 things.

20 Were you aware of any other -- and we
21 talked about the -- the DoD IG complaint, so I guess
22 there were three different sets of eyes that had
23 looked at this allegation that came from Captain
24 McVeigh.

25 Are you aware of any other investigative

1 action that took place with regard to this alleged
2 conflict of interest?

3 MS. SEEMAN: I'm going to object, and also
4 to the extent that the 2022 OIG investigation was
5 prompt by Plaintiff in this action and not Captain
6 McVeigh.

7 But you can answer.

8 MR. HODGES: Okay.

9 A. I'm not aware.

10 Q. (BY MR. HODGES) Okay. So are you aware
11 of any investigation that -- that reached a
12 conclusion that there was a conflict of interest with
13 Dr. Roysdon in his contractual capacity and
14 Dr. Roysdon in an NSA capacity?

15 A. I'm not.

16 Q. Okay. As you sit here today, do you have
17 any opinion as to whether that was a conflict of
18 interest?

19 A. I think it's undetermined.

20 Q. I missed that.

21 A. I think it's undetermined.

22 Q. Your opinion is undetermined?

23 A. No. I mean, it's unknown on -- you know,
24 if you look at the OGC from NSA, then I guess that's
25 the record on what it is. But, you know, I don't

1 know.

2 Q. And so my question is a little bit
3 different. So I'm asking you, in your personal
4 capacity, do you have an opinion as to whether or
5 not -- Dr. Roysdon acting as a contractor and acting
6 as an NSA employee, do you have an opinion as to
7 whether or not that creates a conflict of interest?

8 A. I don't.

9 Q. Okay. Thank you. Okay. And so I want to
10 ask you now about -- you mentioned that Dr. Roysdon
11 was still read into certain programs that you were
12 able to see in Jade, right?

13 A. Yes, sir.

14 Q. Are you able to tell us whether or not
15 he's been read out of the Fibonacci programs?

16 A. It gets close to the security line, but
17 I'll tell you what I can say --

18 Q. Okay. Yes, sir.

19 A. -- that at least I think is relevant in
20 this matter, is that, you know, he was read out when
21 he left his job at that point many years ago for the
22 Fibonacci stuff. According to the Jade lookup that I
23 did this morning, he is currently cleared to the same
24 SAP program that the Fibonacci efforts were
25 developing here.

1 So technically, he is reread into the
2 program that he was read out of. Does that make
3 sense?

4 Q. Yes, sir. Are you able to tell -- and I
5 appreciate that additional detail. Are you able to
6 tell us when he was read back in?

7 A. I didn't take note of that, but that's
8 notable. It's documented in Jade for sure. I just
9 didn't see that.

10 Q. Okay. Right, right. And so Jade does
11 provide that information?

12 A. It does, yes.

13 Q. Okay. Now, is that classified when
14 someone -- with the date of somebody being read in?

15 A. I don't think so, no.

16 Q. And so if we were to confer with -- okay.
17 We'll talk to the Justice Department lawyers about
18 that, then.

19 Can you -- can you tell us why -- or your
20 understanding of why Dr. Roysdon was read out of
21 Fibonacci?

22 A. Sure. He no longer had a need to know
23 because he left his current position.

24 Q. When you say "current position," you mean
25 at NSA?

1 A. That's right, yep. He was read in as an
2 NSA employee. He left that position; and therefore,
3 he no longer had the need to know.

4 Q. Okay. Were you able to -- does Jade
5 provide a date that they're read out?

6 A. It does, yes.

7 Q. Did you -- did you take note of that when
8 you were looking?

9 A. I did not. But again, it's documented,
10 yeah.

11 Q. Yes, sir. Okay.

12 A. And for what it's worth, it's documented
13 in multiple places. It would have been documented in
14 Jade, and as long as a person is read out, and they
15 sign the read-out documentation known as AFIA. It
16 will be documented the date that he signed that he
17 was read out as well.

18 Q. Someone can be read out -- can someone be
19 read out involuntarily?

20 MS. SEEMAN: Objection to form.

21 You can answer.

22 A. People can be read out for cause if
23 there's a security incident, for instance.

24 Q. (BY MR. HODGES) Right. If -- when
25 Dr. Roysdon was read out of Fibonacci, was -- did he

1 sign the forms?

2 A. He did, yes.

3 Q. Okay. I want to ask you about Dan Brown's
4 testimony. He testified that he could not present
5 programs that had Dr. Roysdon's name on them. Is
6 that the first time that you've heard of that?

7 MS. SEEMAN: John, can you be a little
8 more specific about what portion of testimony you're
9 talking about?

10 MR. HODGES: Yeah, I think I can.

11 MS. SEEMAN: Or at least a time frame.

12 MR. HODGES: Sure. You know what? I'm
13 sorry. I took notes of various spots in his
14 deposition that I wanted to ask about. I don't have
15 that note on my -- so I don't know exactly the time
16 hack.

17 I've got two or three other questions that
18 I want to ask about Dan Brown's deposition, but I
19 don't have that time hack note here. I don't know
20 why I don't have that in my notes, but I didn't
21 create it. I wasn't creative with that question.

22 MR. HENRY: I can try and pull it up while
23 you ask the other questions, John, if you want.

24 MR. HODGES: Yeah, if you don't mind.

25 Thanks, Lance.

1 Q. (BY MR. HODGES) Okay. So I'll ask you
2 some different stuff while we work on that,
3 Mr. Burghard.

4 So Dan Brown testified about Dr. Roysdon's
5 work on the Fibonacci programs and other things. If
6 Dan Brown testified that Dr. Roysdon added value to
7 HNCO through his work -- through his work, do you
8 have any reason to dispute that assessment?

9 A. No.

10 Q. Would you actually agree with that
11 assessment, that Dr. Roysdon added value to HNCO?

12 A. Yeah, he did.

13 Q. Yes, sir. Okay. And I think you
14 testified earlier about this, but I want to ask you
15 about Dan Brown's opinions.

16 He testified his opinions were that the
17 products and the work that -- excuse me, the work
18 product that Dr. Roysdon provided HNCO, that it was
19 good work product.

20 A. Yep, I'd agree with that.

21 Q. Okay. And you agree with -- you agree
22 that the products that he was working on, those were
23 valuable products for HNCO?

24 A. Yes.

25 Q. Have you ever heard Captain McVeigh

1 described as cutthroat when it comes to defending his
2 projects?

3 A. No.

4 Q. Okay. And so if Dan Brown said that, do
5 you disagree with his assessment?

6 MS. SEEMAN: Objection to form.

7 You can answer.

8 A. I mean, maybe that's an internal HNCO
9 thing, to be honest with you. I've never had that
10 issue with Will McVeigh.

11 Q. (BY MR. HODGES) Okay. And would it be
12 fair to -- I want to make sure I understand your
13 response, then.

14 (Interruption by Ms. Seeman coughing.)

15 MS. SEEMAN: Sorry.

16 Q. (BY MR. HODGES) I want to make sure I
17 understand your response to that question. Is it
18 fair to say, then, that you don't have an opinion one
19 direction or another?

20 A. That's accurate, yeah.

21 Q. Okay. All right. If Dan Brown was passed
22 over for a promotion because of animosity between
23 Dr. Roysdon and Captain McVeigh, do you think that
24 would be appropriate?

25 MS. SEEMAN: Objection to form, and also

1 lacks any record evidence to support that.

2 But you can go ahead and answer.

3 A. I mean, I don't really want to make a
4 comment on that one. I would just be theorizing,
5 honestly. It sounds like a local HNCO thing that I
6 wouldn't be cognizant of.

7 Q. (BY MR. HODGES) Yes, sir. So I want to
8 ask you about HNCO. You mentioned that there were
9 several HNCO programs that were underperforming.
10 Would you say that -- is that common to have as many
11 programs as they had underperforming?

12 A. At the time, yeah, they were probably our
13 worst program office in our entire portfolio, so that
14 was a reflection of how they were performing at that
15 time frame across the board.

16 Q. At HNCO you mean, right?

17 A. Yes.

18 Q. Okay. You mentioned -- you mentioned that
19 some of the programs that -- some of the Fibonacci
20 programs they failed or they didn't get the
21 funding -- excuse me -- that they failed because they
22 didn't get the funding, or they weren't
23 administratively as tight as they needed to be; is
24 that what you said earlier?

25 MS. SEEMAN: Objection to form.

1 You can answer.

2 A. That's not what I said earlier.

3 Q. (BY MR. HODGES) Okay.

4 A. What I said earlier is on the
5 administrative piece, they didn't have
6 accreditations, contracts in order, 254s. It was all
7 on the administration and program management side.
8 They always had adequate funding.

9 Q. Sorry. It was cutting out there. You
10 said that it was because of some of the
11 administrative things that were not being done?

12 A. That's correct.

13 Q. Right. And so it had nothing to do with
14 the value of the programs, like, whether or not they
15 were needed?

16 A. Not at all.

17 Q. In fact, I think you testified earlier
18 that these programs were kind of one-of-a-kind-type
19 programs?

20 A. That's right.

21 Q. And would you say that they were valuable?

22 A. Yeah, 100 percent, absolutely.

23 Q. Are they still viable? Like, they haven't
24 been over -- or swallowed up by new technology?

25 A. I think that would have to be reassessed.

1 I think technology has come a long way in the last
2 five years, especially in the AI machine learning
3 area. So I don't think it would be fair to assess
4 that right now without that comparison.

5 Q. Okay. Gotcha. But you mentioned that it
6 was some of the administrative shortcomings that led
7 to those programs not going through to completion?

8 A. That's right.

9 Q. Do you have any -- do you have any opinion
10 as to why some of these administrative things were
11 not being done correctly?

12 A. I mean, like I said, HNCO was having their
13 own internal struggles with being able to do basic
14 program management of SAP programs. So, I mean,
15 thankfully, there's actually been a lot of change in
16 HNCO over the last three, four years. They're
17 actually in a good place right now in terms of being
18 able to do that, but it took a lot of lessons to
19 learn, unfortunately, like in this scenario.

20 Q. Is Captain McVeigh still -- Captain
21 McVeigh still work at HNCO?

22 A. He does not, no.

23 Q. Okay.

24 MR. HENRY: John, if you have -- this is
25 Lance. If you have the transcript of Dan Brown's

1 deposition in front of you, it's at page 213 that he
2 talks about -- he testified that Roysdon couldn't
3 have his name on materials that Roysdon was
4 submitting as a contractor to HNCO.

5 MR. HODGES: Okay. So -- thank you for
6 that reminder, Lance.

7 Q. (BY MR. HODGES) So, Mr. Burghard, my
8 question earlier was about if Dan Brown testified
9 that Dr. Roysdon couldn't present his products and he
10 couldn't have his name on certain products, do you
11 have any reason to dispute what Dan Brown was saying?

12 MS. SEEMAN: Objection to form. And just
13 for the record, I believe Mr. Brown's testimony was
14 that those presentations or questions about them
15 happened in March and April of 2023, just so the
16 record is clear.

17 MR. GONZALEZ: And when you say, "do you
18 have any reason to dispute," dispute precisely what,
19 John? That he said that or that -- like, that Dan
20 said that or that it's true or something else?

21 MR. HODGES: Well, I asked the question
22 broadly to give the witness an opportunity to respond
23 as broadly as he thinks is appropriate, and that's
24 why I said "any reason to dispute it." And so the
25 intent behind that question is to allow him to say, I

1 dispute that he said it because I don't think Dan
2 Brown would have said something like that, or I
3 dispute that it's factual if he said that. So that's
4 why I asked it that way.

5 MR. GONZALEZ: Well, that's an
6 inappropriate question.

7 MR. HODGES: Okay.

8 Q. (BY MR. HODGES) So, Mr. Burghard, do you
9 have any response? I understand the Justice
10 attorneys have just made their objection, but do you
11 have a response to that question?

12 THE DEPONENT: Am I allowed to respond?

13 MS. SEEMAN: Yeah, you can answer.

14 THE DEPONENT: Okay.

15 A. Yeah, I guess my response is that sounds
16 odd, to be honest with you. I don't understand why
17 he wouldn't be able to have his name on a product.

18 Q. (BY MR. HODGES) Right. Well, and so --
19 so have you ever heard the term "blacklisted"?

20 A. I have.

21 Q. Okay. Can you provide us what you
22 understand that common term to mean?

23 A. It's someone's name is on a list to be
24 considered for exclusion into certain things, right?

25 Q. Right. And of course, someone being

1 blacklisted isn't something that's written down in
2 some -- in some book somewhere, right?

3 MS. SEEMAN: Objection to form.

4 You can answer.

5 A. Maybe.

6 Q. (BY MR. HODGES) Maybe, but the common --
7 your understanding of the common use of that term is
8 just this person's name, we don't want them around;
9 we can't work with them?

10 A. For the common definition, true.

11 Q. Yes, sir. And so was Dr. Roysdon ever
12 blacklisted from HNC0?

13 A. Not to my knowledge.

14 Q. Okay. From your perspective at AQL, if
15 Dr. Roysdon's name or products come across your desk,
16 is he blacklisted?

17 A. No, not at all. I would --

18 Q. And so --

19 THE COURT REPORTER: You what?

20 Q. (BY MR. HODGES) I'm sorry. I cut you
21 off.

22 A. I said I would welcome that, actually.

23 Q. In fact, you would prefer Dr. Roysdon's
24 products because you know that he presents a good
25 product and he's got novel ideas; is that fair?

1 A. Sure, absolutely.

2 Q. Okay. And so if Dan Brown says that
3 Dr. Roysdon within HNCO, he was blacklisted, do you
4 have any reason to disagree with that?

5 MS. SEEMAN: Objection; misstates the
6 record testimony. The witness can answer.

7 A. Yeah. I wouldn't know anything about
8 that, to be honest with you.

9 Q. (BY MR. HODGES) In fact, you would agree
10 with me that that would be improper if he were
11 blacklisted at HNCO?

12 MS. SEEMAN: Same objection.

13 You can answer.

14 A. Sure.

15 Q. (BY MR. HODGES) I mean, he provides a
16 valuable product in the defense of our nation. I
17 mean, we need him; is that fair?

18 MS. SEEMAN: Objection to form.

19 Go ahead.

20 THE DEPONENT: Okay.

21 A. I mean, yeah, there's no doubt he has
22 great products.

23 Q. (BY MR. HODGES) And so for him to be
24 blacklisted and prevented from presenting some of his
25 products to the United States, that would not be good

1 for us; is that fair?

2 MS. SEEMAN: Objection. Counsel is
3 testifying at this point. Is there something you
4 want to point the witness to? He's already testified
5 he's not aware of any blacklisting. So are you
6 saying -- are you saying did it happen? Is it
7 possible? I just -- it's not clear to me what the
8 purpose of this is other than you testifying.

9 MR. HODGES: So the objection is
10 relevance, then, right?

11 MS. SEEMAN: No, it's also form.

12 Q. (BY MR. HODGES) Okay. So did you
13 understand the question, Mr. Burghard?

14 A. I could reiterate the question was --

15 Q. Yeah, sure.

16 A. -- whether or not --

17 Q. So you'd agree with me -- I'm sorry. Go
18 ahead. Finish your question.

19 A. No, no. Please go ahead and restate.

20 Q. All right. So you'd agree with me that it
21 would be inappropriate for someone like Dr. Roysdon
22 to be blacklisted or prevented from presenting his
23 products to HNC0?

24 MS. SEEMAN: Objection to form.

25 A. Yeah. I mean, that would be -- that would

1 be bad, for sure.

2 Q. (BY MR. HODGES) You're not aware of any
3 reason that he should be prevented from presenting
4 his products?

5 A. No.

6 MR. HODGES: Okay. Y'all, I think I'm
7 nearly done. If you would, give me five minutes to
8 confer with co-counsel. I'll be back in about five.

9 THE VIDEOGRAPHER: The time is 12:42. We
10 are going off the record.

11 (Break was taken from 12:42 p.m. to
12 12:49 p.m.)

13 THE VIDEOGRAPHER: The time is 12:49. We
14 are back on the record.

15 MR. HODGES: Okay. Mr. Burghard, we are
16 close.

17 Rebecca, do you mind pulling up -- sorry,
18 y'all. I don't remember what exhibit number it was,
19 but I'm in -- Rebecca, let's pull up 724 to 738,
20 please.

21 Sheila, do you remember which exhibit
22 number this is?

23 THE COURT REPORTER: I was just going to
24 look.

25 MS. SEEMAN: It's 3.

1 THE COURT REPORTER: Yes, that's correct.

2 MR. HODGES: Thank you. Mr. Burghard, I
3 think that this was one that we had to look at on the
4 screen.

5 And so, Rebecca, if you'd join us on 729.

6 Just a couple of loose ends here,
7 Mr. Burghard.

8 And, Rebecca, if you'd get us to the
9 bottom half of that page. Thank you.

10 Q. (BY MR. HODGES) Okay. So, Mr. Burghard,
11 we've been through this document a little bit already
12 today. Again, we're on page 7 -- or Bates-labeled
13 729 right now, and so I'll represent to you that this
14 is another entry, a copied e-mail from Colonel Welch
15 responding to Special Agent Williams, and she's
16 recommending that this complaint be closed out.

17 She lists three reasons. The first one --
18 do you see where I'm at with the three reasons,
19 Mr. Burghard?

20 A. I do, yes.

21 Q. Yes, sir. And so one is timeliness. The
22 second is nonresponsiveness, and then the third one
23 here says, "When I did reach out to one of the
24 witnesses identified on the DoD Form 1, the witness
25 told me the" allegations -- "the allegation was

1 erroneous."

2 So, Mr. Burghard, I'll tell you that I
3 don't believe that there was another witness that was
4 contacted by -- by Colonel Welch. I believe in these
5 pages it's very clear that you were the only witness
6 that she contacted.

7 So I'll ask the question. The question
8 I'm asking here is, do you remember -- do you recall
9 making this statement that the allegation was
10 erroneous?

11 MS. SEEMAN: I'm going to object to form
12 and also to the extent that this mischaracterizes the
13 document and the OIG investigation, but the witness
14 can answer.

15 MR. HODGES: Sure.

16 A. Yeah, I don't recall.

17 Q. (BY MR. HODGES) You don't recall whether
18 you made that statement or not?

19 A. That's right.

20 Q. Okay. Thank you.

21 MR. HODGES: Rebecca, if you would pull --
22 we're done with this one, and so if you would pull 88
23 up on the screen.

24 So for the Justice attorneys, it's just
25 going to be one page, 88.

1 (Deposition Exhibit 6 was marked for
2 identification.)

3 Q. (BY MR. HODGES) Okay. So, Mr. Burghard,
4 you testified earlier that you did -- that you do a
5 lot of your work on SIC, and so I wanted to ask you
6 about this page here. You mentioned that --

7 MR. GONZALEZ: We can't see it.

8 A. Yeah, this is really hard to read. I'm
9 sorry. There we go. Thank you.

10 Q. (BY MR. HODGES) Okay. So I wanted to ask
11 you about this document.

12 MR. HODGES: If you would, Rebecca, would
13 you start at the bottom so that Mr. Burghard can take
14 a look from the bottom up.

15 A. Yep, I'm familiar. This is great.

16 Q. (BY MR. HODGES) Okay. All right. So you
17 see here where you say that you can't put information
18 but happy to provide it on SIC. Can you tell us what
19 Special Agent Webb was asking for?

20 A. Sure. He was asking for the historical
21 funding that was allocated to the Fibonacci programs
22 and how much, by what year, and what type of money
23 was it.

24 Q. Is that information you had available?

25 A. It is, and I did provide that.

1 Q. Yes, sir. That's what I was going to ask.

2 And so you provided that over SIC?

3 A. That's correct.

4 Q. Yes, sir. Is this -- now, SIC is a

5 separate system from JWICS?

6 A. It is; yes, sir.

7 Q. Yes, sir. And so this information is

8 something that you would have been able to find

9 through your search on SIC?

10 A. Absolutely.

11 Q. Okay. And this is one of the documents

12 that you pulled?

13 A. It is, yes.

14 Q. Okay. Okay. That was what I was going to

15 ask. And so, separately, did you search for this

16 document? Sorry.

17 A. Yes.

18 Q. You mentioned that you did provide the

19 information to Special Agent Webb?

20 A. Yes.

21 Q. And you did that on SIC?

22 A. Correct.

23 Q. Did you pull the transmission of that

24 information from SIC and give it to the Justice

25 attorneys?

1 A. I showed the Justice attorneys that on SIC
2 since they did not have access to that at the time,
3 but they have seen it.

4 Q. I'm sorry. I missed that when you said
5 they did not have access at the time?

6 A. So -- I mean, I don't know if I'm -- so
7 there's only one attorney here that cleared the SAP
8 program that this is involved with. That attorney
9 did not have access to SIC himself, so he came and
10 laid his own eyes on the document on SIC through my
11 account, so he has seen it.

12 Q. Okay. Has it been preserved? Did you
13 preserve it in any manner?

14 A. Yes, I did.

15 Q. Okay. And so is it still preserved
16 today --

17 A. Yes.

18 Q. -- that you're aware of?

19 A. It is, yeah.

20 MR. HODGES: Okay. All right. I don't
21 think I have any further questions for you,
22 Mr. Burghard. I appreciate your time, and I'll pass
23 the witness.

24 MS. SEEMAN: Yes, we'll have a couple.
25 And Miss -- Madam Court Reporter, if I need to speak

1 up at any point, please just let me know, okay?

2 THE COURT REPORTER: Okay.

3 EXAMINATION

4 BY MS. SEEMAN:

5 Q. So, Mr. Burghard, when Dr. Roysdon came
6 over to HNCO, what capacity were you aware that he
7 was working in?

8 A. In his NSA capacity as the chief data
9 scientist at NSA-San Antonio, Texas.

10 Q. Earlier we talked about PARs, or Program
11 Access Requests. Who did Dr. Roysdon's Program
12 Access Requests to the HNCO special programs?

13 A. As far as who submitted it, it would have
14 been someone at HNCO, and then I would have likely
15 approved it.

16 Q. What was the basis for his access to the
17 HNCO SAP?

18 A. He was providing technical guidance and
19 advice in his government capacity to the program.

20 Q. And that's through his employment with the
21 NSA, correct?

22 A. That's right.

23 Q. Did Dr. Roysdon ever tell you that NSA was
24 no longer interested in the technology or project?

25 A. No.

1 Q. Did anyone at NSA ever tell you that the
2 agency was no longer interested?

3 A. They -- he did mention that NSA is not
4 investing in this area, and so it was available to be
5 invested in, yes.

6 Q. Did anyone at NSA ever tell you personally
7 that Dr. Roysdon's work at HNCO was not done in his
8 capacity as a government employee?

9 A. No.

10 Q. Earlier we also talked about PMRs, or
11 Program Management Reviews. Just briefly, what is
12 the purpose of those?

13 A. Those are events held twice a year to
14 assess the programmatic status of the programs we
15 invest in.

16 Q. Who is allowed in the room?

17 A. Only folks that are appropriately cleared.

18 Q. Do you have to be read in to attend the
19 PMR?

20 A. You do, yes.

21 Q. Did Dr. Roysdon ever attend any PMRs?

22 A. He did.

23 Q. In what capacity?

24 A. In his NSA government capacity.

25 Q. How do you know?

1 A. I have slides he presented that say he was
2 an NSA data scientist.

3 Q. Are contractors permitted to attend PMRs?

4 A. Very rarely.

5 Q. Under what circumstances would they be
6 allowed?

7 A. Typically, they would present at a PMR if
8 there's reason that a program office wants to go to a
9 certain level of technical details that that
10 contractor or vendor can speak better to.

11 And typically, vendors won't be as broadly
12 cleared to people that are allowed to be at a PMR, so
13 we'll bring the security level down, have those
14 people present -- those people being the vendors --
15 present at that lower classification level and then
16 leave, and the security level is brought back up at a
17 higher level after they're gone.

18 Q. When Dr. Roysdon attended and presented at
19 a PMR, were you aware he was also working as a Global
20 InfoTek consultant or subcontractor?

21 A. I was not.

22 Q. Do PMRs have any influence on funding?

23 A. It can. It -- I mean, it gives a
24 record-check on where is the program actually in it's
25 status based on the schedules, cost, and performance.

1 Q. Is it concerning to you when a government
2 employee does not disclose their subcontractor role?

3 A. It is.

4 MR. HODGES: Object to form.

5 Q. (BY MS. SEEMAN) If you can repeat your
6 answer.

7 A. It is, yeah.

8 Q. Why?

9 A. Even if there's an appearance of a
10 conflict of interest, it's concerning, you know, just
11 from appearances, if nothing else.

12 Q. Earlier we also talked about being read
13 out and debriefed. When you found out that
14 Dr. Roysdon was leaving NSA, what did you do?

15 A. I administratively read him out.

16 Q. What does that mean?

17 A. It basically means I go into Jade. I
18 click the button to read him out, and that's -- it's
19 pretty routine. For example, we have military folks
20 that PCS all the time or people that are -- they quit
21 in a short time span when people are out of the
22 office to do an official read-in.

23 But it doesn't mean that people can't also
24 still have them sign and understand what he's signing
25 for it to be read out.

1 Q. What are the consequences of an
2 administrative debrief?

3 A. It means you basically lose access to
4 information protected by the -- that SAP program.
5 You lose information. You lose the ability to access
6 the information. You essentially lose access.

7 Q. Do you also lose access to the facilities?

8 A. You do.

9 Q. Why?

10 A. Typically there's a common level to the
11 facility to enter, and if you're not read into that,
12 are you not allowed to enter the facility.

13 Q. So if Dr. Roysdon as a contractor did
14 not -- was not read in, in that respect, would he be
15 able to access the facility after his administrative
16 debriefing?

17 A. He would not be able to.

18 MS. SEEMAN: Nothing further.

19 THE VIDEOGRAPHER: Okay. The time -- oh,
20 sorry. I need my glasses. The time is 1 o'clock.
21 We are going off the record. This will complete the
22 deposition for today.

23 THE COURT REPORTER: Mr. Hodges, do you
24 want a transcript?

25 MR. HODGES: Yes, please, E-tran.

1 THE COURT REPORTER: Okay. Ms. Seeman, do
2 you want a copy?

3 MS. SEEMAN: Sure do.

4 THE COURT REPORTER: Okay. Thank you.

5 (The deposition concluded at 1:01 p.m. on
6 May 15, 2025.)

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1 I, JOSEPH DANIEL BURGHARD, do hereby
2 certify that I have read the foregoing transcript and
3 that the same and accompanying amendment sheets, if
4 any, constitute a true and complete record of my
5 testimony.

6

7

Signature of Deponent

8

9

() No amendments

10

() Amendments attached

11

Acknowledged before me this _____ day

12

of _____, 20__.

13

Notary Public: _____

14

My commission expires _____

15

Seal:

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SRS

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1 STATE OF COLORADO)
2) ss. REPORTER'S CERTIFICATE
3 COUNTY OF DENVER)

4 I, Sheila R. Schiesser, do hereby certify
5 that I am a Registered Professional Reporter,
6 Certified Realtime Reporter, and Notary Public within
7 the State of Colorado; that previous to the
8 commencement of the examination, the deponent was
9 duly sworn to testify to the truth.

10 I further certify that this deposition was
11 taken in shorthand by me via Zoom videoconferencing
12 and was thereafter reduced to typewritten form, and
13 that the foregoing constitutes a true and correct
14 transcript.

15 I further certify that I am not related to,
16 employed by, nor of counsel for any of the parties or
17 attorneys herein, nor otherwise interested in the
18 result of the within action.

19 In witness whereof, I have affixed my
20 signature this 27th day of May, 2025.


21 My commission expires January 11, 2027.

22

23

24

25


Sheila R. Schiesser, RPR, CRR
216 - 16th Street, Suite 600
Denver, Colorado 80202

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3
4 May 27, 2025

5 U.S. Department of Justice, Civil Division
Katrina Seeman, Esq.
6 950 Pennsylvania Avenue, NW
Washington, D.C. 20530
7

Re: Deposition of JOSEPH DANIEL BURGHARD
8 Dr. John Roe v. United States of America, et al.
Civil Action No. 5:22-CV-00869-JKP-HJB
9

10 The aforementioned deposition is ready for reading
and signing. Please attend to this matter by
following BOTH of the items indicated below:

11 _____ Call 303-296-0017 and arrange with us to read
12 and sign the deposition in our office

13 XXX Have the deponent read your copy and sign the
signature page and amendment sheets, if
14 applicable; the signature page is attached

15 _____ Read the enclosed copy of the deposition and
sign the signature page and amendment sheets, if
16 applicable; the signature page is attached

17 XXX WITHIN 30 DAYS OF THE DATE OF THIS LETTER

18 _____ By _____ due to a trial date of _____

19 Please be sure the original signature page and
amendment sheets, if any, are SIGNED BEFORE A NOTARY
20 PUBLIC and returned to AB Litigation Services for
filing with the original deposition. A copy of these
21 changes should also be forwarded to counsel of
record. Thank you.

22 AB LITIGATION SERVICES

23 cc: All Counsel
24
25

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3

4

5

JOSEPH DANIEL BURGHARD

May 15, 2025

6

Dr. John Roe v. United States of America, et al.
Civil Action No. 5:22-CV-00869-JKP-HJB

7

The original deposition was filed with
8 Lance Henry, Esq. on approximately the
9 27th day of May, 2025.

10

11

_____ Signature waived

12

_____ Signature not required

13

_____ Unsigned; signed signature page and amendment
sheets, if any, to be filed at trial

14

XXX Unsigned; original amendment sheets and/or
15 signature pages should be forwarded to AB
Litigation Services to be filed in the envelope
16 attached to the sealed original

17

Thank you.

18

AB LITIGATION SERVICES

19

cc: All Counsel

20

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25

- AMENDMENT SHEET -

Deposition of JOSEPH DANIEL BURGHARD
May 15, 2025
Dr. John Roe v. United States of America, et al.
Civil Action No. 5:22-CV-00869-JKP-HJB

The deponent wishes to make the following changes in
the testimony as originally given:

Page	Line	Should Read	Reason
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

Signature of Deponent: _____

Acknowledged before me this ____ day of _____,
20__.

(seal) Notary's signature _____
My commission expires _____

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

CIVIL ACTION NO. 5:22-CV-00869-JKP-HJB

30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION
OF UNITED STATES AIR FORCE OFFICE OF SPECIAL
INVESTIGATIONS BY ALEXANDRA McDONALD - 04/24/2025

DR. JOHN ROE,

Plaintiff,

V.

UNITED STATES OF AMERICA, et. al.,

Defendant.

The 30(b)(6) VIDEOCONFERENCE AND VIDEO
DEPOSITION OF UNITED STATES AIR FORCE OFFICE OF
SPECIAL INVESTIGATIONS BY ALEXANDRA McDONALD was taken by
the Plaintiff on April 24, 2025, commencing at the
hour of 12:40 P.m., before ROSIE STAHL, Shorthand
Reporter and Notary Public within and for the State
of Colorado.

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R E M O T E

A P P E A R A N C E S

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Katrina.M.Seeman@usdoj.gov

Also Present:

Dwayne Beuthel - Videographer

1	I N D E X	
2	EXAMINATION	PAGE
3	By Mr. Wareham	5
4		
5	DEPOSITION EXHIBITS:	INITIAL
6		REFERENCE
7	Exhibit 1 04/18/25 Email, from	Page 7
8	Gonzalez, to Wareham,	
9	Re: Objections to Pl.'s	
10	Rule 30(b)(6) Notices -	
11	Roe v. U.S., No.	
12	5:22-cv-00869 (W.D.	
13	Tex.)	
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1 APRIL 25, 2025, 12:40 P.M. MT

2 P R O C E E D I N G S

3

4 THE VIDEOGRAPHER: We are on the
5 record at 12:40 Mountain Time, and today is
6 April 24, 2024. This begins the video-recorded
7 deposition 30(b)(6) of United States Air Force
8 Office of Special Investigations given by Alexandra
9 McDonald in the matter of Dr. John Roe versus
10 United States of America, et al. This deposition
11 is being taken via videoconferencing.

12 The court reporter today is Rosie
13 Stahl. The videographer is Dwayne Beuthel.

14 Counsel, please introduce yourselves
15 and the parties you represent beginning with the
16 plaintiff's counsel first.

17 MR. WAREHAM: This is Jason Wareham.
18 I'm lead counsel for Dr. Roe, plaintiff, along with
19 cocounsel John Hodges and Lance Henry.

20 MS. SEEMAN: Katrina Seeman on
21 behalf the government defendants along with my
22 cocounsel Joseph Gonzalez.

23 THE VIDEOGRAPHER: Will our court
24 reporter please swear in the deponent.

25 ALEXANDRA MCDONALD,

1 Being first duly sworn, was examined and testified
2 as follows:

3 THE VIDEOGRAPHER: You may begin.

4 EXAMINATION

5 BY MR. WAREHAM:

6 Q All right. Greetings. As I said,
7 my name is Jason Wareham. I'm lead counsel for
8 plaintiff here. Have you ever been deposed before?

9 A I have not.

10 Q Well, welcome to this experience.
11 It would follow then you've never been deposed as a
12 30(b)(6) entity witness before, right?

13 A That is correct.

14 Q Well, I've got a few instructions
15 for you. I give it to everybody to just make sure
16 that we're all on the same page.

17 One, the purpose of a deposition is
18 to gather facts relevant to the case. We're not
19 trying to play games or test your memory or, you
20 know, anything like that. We're just looking for
21 the truth of what you know and what you recollect.
22 So we don't want you to speculate. If you don't
23 know something, it's fine to say "I don't know."

24 If at any point I ask a question,
25 and it's almost assured to happen, where it is a

1 bad question, you don't understand it, it's
2 confusing, feel free to say, "I'm sorry, I don't
3 understand what you're asking," and I'll try to
4 rephrase.

5 As specific to this case, in the
6 event that anything that I ask invites an answer
7 that is classified, I am not trying to elicit
8 classified information in this environment. It's
9 obviously an unclassified environment. So if I ask
10 a question and it invites an answer that is
11 classified, just go ahead and state that and we can
12 move on.

13 Other than that, do you understand
14 that you are here on behalf of an entity today?

15 A Yes, I do.

16 Q All right. And what is that entity?

17 A Air Force Office of Special
18 Investigations.

19 Q Do you understand that the answers
20 you give today can actually bind that entity?

21 A Yes.

22 Q All right. What -- and it's a
23 little tricky because normally we have this
24 numbered notice that looks like a legal document,
25 but your testimony actually came out of some

1 conversations in delineations with counsel. So I'm
2 going to be referring to an email that we will
3 eventually issue as a notice in this case of the
4 information that we're going to cover today.

5 And I'm just going to make sure and
6 ask you questions that you are prepared to discuss
7 the issues delineated in the email. Okay?

8 A Yes.

9 Q All right. So in the email of
10 April 18, 2025, counsel delineated three areas that
11 you would be willing to testify and able to testify
12 to. It actually started with No. 2, No. 2 being
13 the databases and repositories for documents. And
14 actually just for the purposes of this deposition,
15 I am going to mark this as Exhibit 1 and it's right
16 there in front of you so you can follow along with
17 me.

18 (Exhibit 1 was marked for
19 identification.)

20 BY MR. WAREHAM:

21 Q And it doesn't have a Bates number,
22 but we will designate it as Exhibit 1. It's sub
23 No. 2 that you're willing to testify to all
24 databases and repositories for documents as a
25 general matter, you know, applying to this case.

1 Are you prepared to discuss No. 2?

2 A Yes.

3 Q And then No. 3, date that the
4 litigation hold letter went out in this case. Are
5 you prepared to discuss that?

6 A Yes.

7 Q All right. No. 4, that you will
8 identify databases searched and be prepared to
9 answer questions regarding retention of Agent
10 Beall's documents.

11 Are you prepared to discuss that?

12 A Yes.

13 Q Great.

14 Can you briefly give a full
15 background of -- well, not a full background. Can
16 you briefly give a background of what it is you
17 currently do in your title?

18 A Sure. Right now I am the Acting
19 Chief of Investigations and Operations at Air Force
20 Office of Special Investigations Office of Special
21 Projects, also known as PJ. And as part of that,
22 it is my job to provide general field oversight to
23 our detachments and geographically separated field
24 units on matters involving investigations and
25 operations.

1 Q And dealing with No. 2, what
2 databases are used in the PJ program?

3 A So there is the databases that we
4 use as part of OSI, and then there are separate
5 databases that we use for SAPs.

6 Q Okay. Can you cover so much as
7 they're unclassified and as best as you can the
8 name and the databases that you just described?

9 A So on the OSI side, we have I2MS,
10 which stands for Investigative Information
11 Management System, and that is our case management
12 system on NIPR so on your unclassified network.

13 And then we have CI2MS, which stands
14 for Classified Investigative Information Management
15 System, and that is on SIPR, which is
16 Secret//NOFORN, and that is our classified case
17 management system.

18 We also now have a third case
19 management system called ORION, but that was not
20 fielded at the time that all of this took place.

21 Q Okay. So only those databases you
22 mentioned were employed during the time period of
23 this case specifically?

24 A On the OSI side.

25 Q Okay. And what are -- what are the

1 other databases potentially not on the OSI side?

2 A So not on the OSI side but relevant
3 to the SAPs are JADE, which is the Joint Access
4 Database Environment; SIC, which stands for Secure
5 Integration Cloud; COE, which to my understanding
6 stands for Common Operating Environment, and then
7 we also have one called Cross-link that deals with
8 security incident reports, and then a separate
9 system called Casenet, which is where -- I guess
10 that is an OSI system where PJ archives its SAP
11 cases because we can't go through the normal
12 archiving process because of the classification
13 level.

14 There are other onsie-twosies in
15 there, but those are the main ones that we use.

16 Q Okay. And when a -- now, just to be
17 clear, sorry I'm using the right terminology, the
18 PJ side of the house, is that the side that deals
19 with like classified management and special access
20 program stuff?

21 A PJ works with Special Access
22 Programs.

23 Q And what -- do you know the term
24 like personal or like security -- well, what was
25 the one you just said? Program security officer,

1 do you know that term?

2 A Yes, I do.

3 Q Okay. Are program security officers
4 within that PJ chain?

5 A Yes. We have program security
6 officers within PJ.

7 Q And what databases are program or
8 repositories of any kind are program security
9 officers utilizing primarily in their roles?

10 A So I am not a program security
11 officer, but with the ones that I work with, the
12 ones that I'm aware of that they use most often
13 would be SIC, COE and JADE.

14 Q Are you aware of -- besides
15 databases, are you aware of any other file
16 repositories or shared drive systems or the like
17 that are used within the PJ scope of work.

18 A Yes, we have shared drives as well.

19 Q Okay. And in general, can you
20 describe the organization of those shared drives?
21 Are they like something that everyone connects to
22 or do you know if they go down to the office level
23 or how they're organized?

24 A I can only speak to the organization
25 that I have access to. As far as like general

1 overall organization of share drives, that's
2 information that I'm not prepared to discuss.

3 Q Okay. All right. So with the
4 repositories of information that you're aware of,
5 are people -- and this is a very basic question,
6 but basic questions have to be asked for the
7 record. Are people saving like documents, PDFs?
8 What kind of files are being saved to these shared
9 drives?

10 A All of the above. Microsoft Word,
11 PowerPoint, Excel, PDFs, any kind of document you
12 can imagine creating as part of the regular course
13 of business.

14 Q And what kind of information or
15 documents are inputted to the PJ databases you
16 described, like JADE or COE?

17 A So to be clear, we don't own -- PJ
18 does not own JADE, COE or SIC. Those are owned by
19 other entities and PJ uses them, but we don't own
20 them and we don't administrate them.

21 Q Do you know who owns them and who
22 administrates them?

23 A That information was not part of my
24 preparation.

25 Q Okay. Still, regardless of

1 ownership, what kind of information or documents or
2 file types are saved within those databases?

3 MS. SEEMAN: Objection to form. You
4 can answer.

5 BY MR. WAREHAM:

6 Q Yeah, it was a compound question.
7 That was the problem with it, but let's just break
8 it down?

9 What kind of documents -- like you
10 described Word, PDFs, are those saved to those
11 systems?

12 A Yes, they are.

13 Q Okay. Do those systems contain any
14 communication vehicle like email or chat?

15 A SIC and COE do. JADE does not, to
16 my knowledge.

17 Q All right. What kind of inputted
18 information -- so for something like JADE, what
19 kind of inputted information is put into JADE? Is
20 it -- and let me just give you an example. I'm not
21 suggesting the answer but just to clarify.

22 Is it a database where you're just
23 putting in a record with information like names and
24 such or, you know, what kind of information -- how
25 does one update JADE?

1 MS. SEEMAN: Objection to form. You
2 can answer.

3 THE DEPONENT: So JADE is a --
4 functionally a list of everyone who is SAP briefed
5 and what they are briefed to. So if you are going
6 to -- you can do a couple of things with JADE. You
7 can look up individuals, and for an individual it
8 will give you their basic personally identifiable
9 information, their security clearance, things of
10 that nature.

11 And then it will also tell you what
12 programs they're briefed to or have been briefed to
13 in the past. And then there's a files tab where it
14 will upload relevant files for that individual, for
15 example, your indoctrination forms or your
16 debriefing forms when you are briefed or debriefed
17 from a program, things like that.

18 Q Perfect.

19 A And the program access requests.

20 Q Say that last part again. I stepped
21 on you. I'm sorry.

22 A Your program access requests.

23 Q Okay.

24 MR. WAREHAM: And, counsel, I'm --
25 actually, as she's saying all of this, I'm somewhat

1 aware that usually this stuff is CUI. I have no
2 objection to marking this whole transcript
3 confidential.

4 MS. SEEMAN: That's fine with us.

5 BY MR. WAREHAM:

6 Q All right. So similar question but
7 as to COE, can you describe the nature of updates
8 and inputs that are put into that database?

9 A So I would -- the best way that I
10 can describe COE is almost like gmail. So you log
11 into a system, right, and then you get into a web
12 browser and you log into COE. And COE has, at
13 minimum, talk about the things I know about, an
14 email client so you can send emails. And it has a
15 file share client so you can upload and download
16 documents, and then it also has an email side.

17 Q Does it -- do both of these systems
18 generally look like Windows when you log in or do
19 they look like something else?

20 MS. SEEMAN: Objection to form. You
21 can answer.

22 THE DEPONENT: I don't think I
23 understand the question. You mean Windows like the
24 operating system or --

25 BY MR. WAREHAM:

1 Q Yeah. What do they look like when
2 you're accessing them?

3 A No. I would say gmail is probably
4 my best comparison like --

5 Q So there's no real operating system
6 underneath that gmail description?

7 A So if you're going to log into COE,
8 right, you're going to log into a system first. So
9 if you have a gmail account, right, you have to log
10 into -- log into your Apple account or log into
11 your Windows account, get on your computer, open a
12 browser and then type www.gmail.com and then log in
13 and then it pops up with your inbox and, you know,
14 your folders and things like that. That is my best
15 analogy for COE.

16 So it looks similar to what you
17 would see gmail on the email side, and then File
18 Share side the best way to think about it is is
19 like Google Drive.

20 Q Got it. Got it. Okay. Are files
21 able to be moved between these systems or is there
22 like a classification like level -- well, let me
23 back up.

24 Are the classification levels of
25 these systems the same?

1 MS. SEEMAN: Objection to form. You
2 can answer.

3 THE DEPONENT: What systems?

4 BY MR. WAREHAM:

5 Q JADE and COE, the PJ systems?

6 A It doesn't really work like that.

7 Q Okay.

8 A So the classification is based off
9 of the data that's in there, and the data that's in
10 there is based off of what -- the data that you can
11 see is based off of the read-ons that you have. So
12 I cannot see things in COE that include programs
13 I'm not briefed to.

14 Q Okay.

15 A And same in JADE.

16 Q Got it.

17 Do you know -- I guess then my
18 question more is do you know what those systems are
19 certified to handle with respect to classified
20 information, like how far they go up?

21 A That information was not part of my
22 preparation.

23 Q Okay. Okay. I think I have what I
24 need then.

25 Any other databases or repositories

1 I haven't asked about in the right way that exist?

2 A That exist, yes, but I think are
3 relevant to this, no. Like we have law enforcement
4 databases that we use, like NCIC or DCII. We don't
5 own those. We just check those. So there are
6 other databases that we use. They're just not --
7 they're not places that I would think we would be
8 storing information.

9 Q Okay.

10 A Or that are relevant to this.

11 Q Got it. All right. So with respect
12 to this particular case, you are familiar with the
13 date of a litigation hold letter; is that right?

14 A Yes.

15 Q All right. And what is the date
16 that a litigation hold letter was sent or
17 preservation, however you call it, was sent in this
18 case?

19 A I received mine on or about
20 April 29th of 2024.

21 Q And where did it come from?

22 A I received it from Marvelle Butler.

23 Q Who was Marvelle Butler?

24 A Marvelle Butler is an Air Force
25 attorney.

1 Q Okay. Are you aware of -- you say
2 you received yours. Are you aware of any other
3 hold letters being sent besides the one you
4 described as yours?

5 A I'm aware that other people received
6 hold letters. I don't know on what date though.

7 Q Okay. Well, going to the next
8 question with respect to identified databases
9 searched, are you answering that question only with
10 respect to the hold letter you received or what
11 everyone received?

12 A Was that for me?

13 Q Yeah.

14 A Oh, can you repeat that?

15 Q Sure.

16 With respect to No. 4, specifically
17 the segment that says that you will identify
18 databases searched, are you identifying databases
19 only with respect to the hold letter that you
20 received or the hold letters that everyone
21 received?

22 A So I can generally talk about the
23 databases that were -- that were searched in
24 response to the hold letter.

25 MS. SEEMAN: And just to clarify for

1 the record, on behalf of OSI.

2 MR. WAREHAM: Yeah, okay. Got it.

3 Yes.

4 BY MR. WAREHAM:

5 Q Okay. Great. So what were the
6 databases searched in this case?

7 A So we went through ORION, I2MS,
8 CI2MS, COE, SIC, Cross-link, JADE, Casenet and the
9 share drives.

10 Q And what searches were conducted on
11 those?

12 A Oh, and also NIPR, NIPR email. So
13 everybody searched their email as well. NIPR,
14 SIPR. Sorry, could you repeat the question?

15 Q What searches were conducted on
16 those?

17 MS. SEEMAN: Counsel, we do not
18 agree to identify what and how OSI conducted their
19 searches.

20 MR. WAREHAM: Okay. I thought, and
21 correct me if I'm wrong, going back to the oral
22 conversation that we were willing to get into that
23 with respect to Agent Beall and the data set
24 affecting Agent Beall's absence.

25 Was I incorrect in that

1 understanding?

2 MR. GONZALEZ: Can you give us a
3 moment, Jason?

4 MR. WAREHAM: Sure, absolutely.
5 Take your time. Let's go off the record.

6 THE VIDEOGRAPHER: The time is 1:01
7 Mountain Time. We're off the record.

8 (A break was taken from 1:01 p.m. to
9 1:05 p.m.)

10 THE VIDEOGRAPHER: The time is 1:05
11 Mountain Time. We're back on the record.

12 BY MR. WAREHAM:

13 Q So I am going to clarify and ask
14 with respect -- well, let's back up. So going to
15 Sub 2 --

16 MS. SEEMAN: Actually, counsel,
17 sorry to interrupt. The witness I believe also has
18 something to correct from her earlier testimony
19 too.

20 MR. WAREHAM: Oh, go right ahead.

21 THE DEPONENT: Yes. So not
22 databases, but you asked what was searched. So
23 these aren't databases, but I go to our FOIA office
24 and asked whether they had any information, our
25 Inspector General's Office within OSI, asked if

1 they had information, and then also was trying to
2 locate documents for this wound up speaking with
3 the IG's office at the Pentagon.

4 (Discussion held off the record.)

5 BY MR. WAREHAM:

6 Q Okay. So what -- narrowing to -- go
7 to No. 2 to get where we're at here -- oh,
8 actually, going back to No. 1 before we do that, in
9 your list of databases searched for this case, I
10 didn't hear that JADE and COE were searched. Can
11 you confirm whether or not those were searched?

12 A Yes, they were.

13 Q Okay. So going to No. 2, with
14 respect to the search conducted -- well, let's
15 actually start a little further back.

16 So Agent Beall is no longer living;
17 is that correct?

18 A Correct.

19 Q And if you knew him, I'm sorry about
20 that.

21 The -- can you tell me what data
22 relative to Agent Beall's work was retained?

23 A So anything that he did in I2MS or
24 CI2MS would be retained because that's how those
25 systems work. As I said, ORION wasn't online, but

1 if he had been using ORION at that point in time,
2 that also would have been retained.

3 Per general Air Force policies, my
4 understanding is that his NIPR, SIPR and JWICS
5 accounts would have been deleted within a certain
6 number of days of him no longer being in the Air
7 Force system.

8 Any work he would have done in JADE
9 because of how JADE functions is still in that
10 system. I am actively trying to recover his
11 accounts on SIC and COE.

12 Q Okay. And are you familiar with --
13 and this falls under the retention question. Are
14 you familiar with the Air Force records retention
15 rules that are --

16 MS. SEEMAN: Counsel, she's not
17 testifying about document retention policies.
18 That's -- that's out of little i in the email and
19 she's not designated for that topic.

20 MR. WAREHAM: I'm asking with
21 respect to Agent Beall. And the No. 2 says, "Be
22 prepared to answer questions regarding retention of
23 Beall's documents."

24 So what rules apply to retention of
25 Beall's documents would necessarily be involved in

1 that set; would it not?

2 MS. SEEMAN: Was that not
3 duplicative of 1 then?

4 MR. WAREHAM: Well, I don't think it
5 is. I think it's narrowly scoped to Agent Beall.
6 So, look, I'll just take this up on a different
7 notice. Fine.

8 BY MR. WAREHAM:

9 Q What -- do you know when Agent
10 Beall's materials were searched?

11 A So as I mentioned, his -- based on
12 my understanding and actually trying to go back and
13 get this data, his NIPR, SIPR and JWICS accounts
14 did not exist anymore at the time we received the
15 litigation hold.

16 Q Okay.

17 A I am -- as I said, I am actively
18 working to retrieve the data from his SIC and COE
19 accounts. So that is going on as we speak.
20 NIPR -- sorry, excuse me. I2MS and CI2MS, his data
21 would have been searched when we ran the searches
22 to try to find data for the litigation hold that
23 was relevant to this case.

24 Q Okay. Okay. When did you begin
25 trying to recover Agent Beall's materials?

1 A I don't have an exact date off the
2 top of my head, but I know we started discussing --
3 I started discussing this with government counsel
4 several weeks ago, and as of today, provided one of
5 the platforms with the litigation hold letter to
6 say that this is the data that we would like you to
7 try to recover.

8 Q Okay. Let's see, forgive me. I'm
9 trying to discern now what this email may mean for
10 further questions.

11 Are you aware -- going back to No.
12 3, to be totally clear, are you aware of the
13 receipt of any other hold letters prior to the one
14 you described on April 2024?

15 A I'm not aware of any, no.

16 MR. WAREHAM: All right. We may be
17 at a point just briefly where I need to check in
18 with my team. I'll be back in about ten minutes.
19 Okay? We can go off record, and I'll be right
20 back.

21 THE VIDEOGRAPHER: Okay. The time
22 1:12 Mountain Time. We're off the record.

23 (A break was taken from 1:12 p.m. to
24 1:23 p.m.)

25 THE VIDEOGRAPHER: The time is 1:23

1 Mountain Time. We're back on the record.

2 BY MR. WAREHAM:

3 Q So I only have one more question for
4 you, and it's under No. 4. Are you able to tell us
5 what steps were taken to retain Agent Beall's
6 records when he passed?

7 A That information was not part of my
8 preparation.

9 MR. WAREHAM: Okay. Then I have no
10 further questions at this time.

11 MS. SEEMAN: Can you give us just a
12 minute?

13 MR. WAREHAM: Sure.

14 THE VIDEOGRAPHER: Go off the
15 record?

16 MR. WAREHAM: That means yes, go off
17 the record.

18 THE VIDEOGRAPHER: All right. Thank
19 you. The time is 1:24. We're off the record.

20 (A break was taken from 1:24 p.m. to
21 1:25 p.m.)

22 THE VIDEOGRAPHER: The time is,
23 1:25. We're back on the record.

24 MS. SEEMAN: And the defendants do
25 not have any questions for this witness.

1 MR. WAREHAM: Okay. And thank you
2 for your time, Ms. McDonald. I appreciate it.

3 THE DEPONENT: Thank you.

4 THE VIDEOGRAPHER: The time is 1:25.
5 This concludes today's proceedings. We are off the
6 record.

7 (The deposition concluded at 1:25
8 p.m.)

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1 I, ALEXANDRA MCDONALD, do hereby certify that I have
2 read the foregoing transcript and that the same and
3 accompanying amendment sheets, if any, constitute a true
4 and complete record of my testimony.

5

6

7

8 _____
Signature of Deponent
9 () No Amendments
() Amendments Attached

10 Acknowledged before me this
11 _____ day of _____, 2025.

12

13 Notary Public: _____

14 My commission expires _____

15 Seal:

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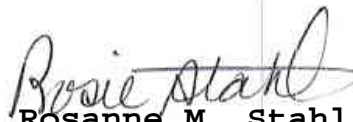
25

REPORTER CERTIFICATE

I, ROSANNE M. STAHL, Shorthand Reporter and Notary Public within and for the State Of Colorado, do hereby certify that previous to the Commencement of the testimony, the said JOSEPH BURGHARD was sworn by me to testify to the truth in Relation to the matters in controversy between the Said parties so far as he should be interrogated Concerning the same; that the said deposition was Taken in stenograph by me at the time and place Aforesaid and was thereafter reduced to typewritten Form; that the foregoing is a true and correct Transcript of my stenographic notes thereof; and That Deposition Exhibit 1 was marked and used in The interrogation.

I further certify that I am not Employed by, related to, nor counsel for any of the Parties herein, nor otherwise interested in the Event of this action.

IN WITNESS WHEREOF, I have affixed My signature and seal this 7th day of May, 2025.


Rosanne M. Stahl
Notary Public

MY COMMISSION EXPIRES: 04/13/26.

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3
4 May 7, 2025

5 Katrina M. Seeman, Esq.
950 Pennsylvania Avenue NW
Washington, DC 20530

6
7 Re: 30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION
OF UNITED STATES AIR FORCE OFFICE OF SPECIAL
INVESTIGATIONS BY ALEXANDRA MCDONALD
8 Roe v. United States of America
Civil Action No. 5:22-CV-00869-JKP-HJB

9
10 The aforementioned deposition is ready for reading and
signing. Please attend to this matter by following BOTH
of the items indicated below:

11 _____ Call 303-296-0017 and arrange with us to read
12 and sign the deposition in our office.

13 _XXX_ Have the deponent read your copy and sign
the signature page and amendment sheets, if
14 applicable; the signature page is attached.

15 _____ Read the enclosed copy of the deposition and
sign the signature page and amendment
16 sheets, if applicable; the signature page is
attached.

17 _XXX_ WITHIN 30 DAYS OF THE DATE OF THIS LETTER

18 _____ By _____ due to a trial date of _____

19
20 Please be sure the original signature page and amendment
sheets, if any, are SIGNED BEFORE A NOTARY PUBLIC and
returned to AB Litigation Services for filing with the
21 original deposition. A copy of these changes should also
be forwarded to counsel of record. Thank you.

22 AB LITIGATION SERVICES

23
24 cc: All Counsel

25

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3

4

5

6 30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION
OF UNITED STATES AIR FORCE OFFICE OF SPECIAL
7 INVESTIGATIONS BY ALEXANDRA MCDONALD
April 24, 2025
Roe v. United States of America
8 Civil Action No. 5:22-CV-00869-JKP-HJB

9

10 The original deposition was filed with
11 Jason R. Wareham, Esq., on approximately the
12 7th day of May, 2025.

13 _____ Signature waived.

14 _____ Signature not requested

15 _____ Unsigned; signed signature page and
16 amendment sheets, if any, to be filed at
trial.

17 _XXX_ Unsigned; original amendment sheets and/or
18 signature pages should be forwarded to AB
Litigation Services to be filed in the envelope
19 attached to the sealed original.

20

21

21 Thank you.

22 AB LITIGATION SERVICES

23 cc: All Counsel

24

25

- AMENDMENT SHEET -

30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION
OF UNITED STATES AIR FORCE OFFICE OF SPECIAL
INVESTIGATIONS BY ALEXANDRA MCDONALAD

April 24, 2025

Roe v. United States of America

Civil Action No. 5:22-CV-00869-JKP-HJB

The deponent wishes to make the following changes in the
testimony as originally given:

Page	Line	Should Read	Reason
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____

Signature of Deponent: _____

Acknowledged before me this ____ day of

_____, 2025.

(seal)

Notary's signature _____

My commission expires _____.

From: Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>
Sent time: 07/16/2025 03:13:47 PM
To: Jason R. Wareham; Lance Henry; John Hodges <john@hhtx.law>
Cc: Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: Roe v. United States, et al. 5:22-cv-00869-JKP-HJB
Attachments: US0000802.pdf

Counsel,

As you know, prior to the filing of the Complaint, Special Agent Allen Beall died, and as a result, his accounts were deleted pursuant to the routine operation of the Air Force's electronic information system. However, as we have also discussed, the Air Force was ultimately able to implement a complicated process to retrieve and review SA Beall's accounts. This review required a manual re-population of many of SA Beall's emails, identification of someone with appropriate clearances to review the emails, and a page-by-page review of all the emails in question. Before the close of discovery, we made a production of the responsive documents obtained from the Beall review.

On Monday evening, July 14, 2025, the attached email came to our attention for the first time. We have since learned that it was identified during the review of SA Beall's emails but not immediately released to us because the email was undergoing a classification review. Although the subject and focus of the email is Dan Brown (not Plaintiff), we have made the judgment, out of an abundance of caution, to promptly disclose the email to you. Further, we have received confirmation from the Air Force Office of Special Investigations that the review and production of any potentially responsive material from SA Beall's recovered accounts is fully complete, and that there are no other ongoing declassification reviews that might yield potentially responsive documents. Thank you.

Best,

Joseph

Joseph A. Gonzalez

Trial Attorney
Constitutional & Specialized Torts Litigation
Civil Division
U.S. Department of Justice
(202) 598-3888
joseph.a.gonzalez@usdoj.gov

US0000802

CONTROLLED UNCLASSIFIED INFORMATION

Any specific potential violations that you can think of that might reach the level of needing further investigation or reporting on our part? I think that if you can make a case that he is debriefed from all other programs, he should by default be debriefed from [REDACTED] as well. If he's not debriefed from [REDACTED], there should be some really strong compelling need to retain it.

FYI, he requesting a meeting with me to go over more [REDACTED] security concerns/actions this coming Monday.

Allen

Marking: U// [REDACTED]

Date: 8/19/20 3:56 PM

From: Burghard, Joseph D <CIV>, SAF/AQLC

To: Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Bohenek, Brian J <MIL>, SAF/AQLC

Subject: Possible De-Brief for Dan Brown @ HNCO

Allen,

Just a heads up, I have concern on how Dan Brown is handling SAP protections down at HNCO. I'm not the only one either, Capt Will Mcveigh called today and mentioned that he is going to recommend to his leadership that Dan be debriefed from everything except [REDACTED] for similar concerns. If that is going to be the recommendation, I think we need to have a conversation about whether or not it makes sense for him to even keep [REDACTED]. Anyways, might be something for you to look into or put on your radar.

V/R

Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

CONTROLLED UNCLASSIFIED INFORMATION

From: Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>
Sent time: 05/22/2025 01:11:51 PM
To: Lance Henry; Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>
Cc: john@hhtx.law; Jason R. Wareham; Rebecca H. Bradshaw; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: 22-cv-00869 USDC W. TX
Attachments: 5.22.2025_Privilege Log - Roe.pdf Defs Priv Log.pdf

Lance,

We accept the May 30 reschedule date and will send out a revised notice shortly. Additionally, attached please find Defendants' privilege log. Thank you.

Best,

Joseph

Joseph A. Gonzalez

Trial Attorney
 Constitutional & Specialized Torts Litigation
 Civil Division
 U.S. Department of Justice
 (202) 598-3888
 joseph.a.gonzalez@usdoj.gov

From: Lance Henry <lhenry@allen-vellone.com>
Sent: Thursday, May 22, 2025 2:24 PM
To: Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>; Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>
Cc: john@hhtx.law; Jason R. Wareham <jwareham@allen-vellone.com>; Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: [EXTERNAL] RE: 22-cv-00869 USDC W. TX

Joseph and Kati,

The only date next week that Dr. Roysdon could potentially do is Friday, May 30, 2025. It is my understanding that he and Jason are doing what they can to clear his calendar that day and that they will use their best efforts to do so.

I am still drafting a comprehensive letter to you regarding all discovery issues in this case. As I said on the phone, this is not a gamesmanship tactic. It will be in the same spirit of good faith conferrals that counsel on both sides have modeled since you two recently joined the case. The contents in the letter are not new, but contains issues that have all been previously raised with you or your predecessors, but there are responses or production that remain outstanding. We thought it would be most helpful for you if we compiled these lingering discovery issues into one correspondence.

Sincerely,
 Lance

Lance Henry

Attorney at Law
[Allen Vellone Wolf Helfrich & Factor P.C.](#)
 1600 Stout Street, Suite 1900, Denver, Colorado 80202
 Direct (720) 245-2418 | Main (303) 534-4499
LHenry@allen-vellone.com
 Pronouns he, him, & his

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From: Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>
Sent: Wednesday, May 21, 2025 3:10 PM
To: Lance Henry <lhenry@allen-vellone.com>; Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>; Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Cc: john@hhtx.law; Jason R. Wareham <jwareham@allen-vellone.com>

John and Lance,

Thank you for speaking with us this afternoon. This email confirms that Dr. Roysdon does not need to appear for his deposition tomorrow. Per our conversation, please provide us suggested alternative dates by COB tomorrow.

Thanks,

Katrina (Kati) Seeman
Trial Attorney
U.S. Department of Justice, Civil Division
Constitutional & Specialized Tort Litigation
202-616-0674 | katrina.m.seeman@usdoj.gov

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From: Lance Henry <lhenry@allen-vellone.com>
Sent: Wednesday, May 21, 2025 3:04 PM
To: Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>; Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>; Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Cc: john@hhtx.law; Jason R. Wareham <jwareham@allen-vellone.com>
Subject: [EXTERNAL] Re: 22-cv-00869 USDC W. TX

Joseph,

I am unavailable for another hour or so. Will you be available to discuss this around 4:30 your time?

Sincerely,
Lance

Lance Henry
Attorney at Law
Allen Vellone Wolf Helfrich & Factor P.C.
1600 Stout Street, Suite 1900, Denver, Colorado 80202
Direct (720) 245-2418 | Main (303) 534-4499
LHenry@allen-vellone.com

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From: Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>
Sent: Wednesday, May 21, 2025 10:33:26 AM
To: Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>; Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Cc: Lance Henry <lhenry@allen-vellone.com>; john@hhtx.law <john@hhtx.law>; Jason R. Wareham <jwareham@allen-vellone.com>
Subject: RE: 22-cv-00869 USDC W. TX

Counsel,

Yesterday evening you attempted to unilaterally cancel Plaintiff's deposition set for tomorrow. The only reason provided was "Plaintiff has a conflict." June 9 was the only suggested reschedule date provided. This date is not only *after* the close of discovery (June 6), but also *after* mediation (June 4). We need you to address the following two questions as we consider your request to reschedule:

1. What is the specific reason for the request to reschedule? We appreciate that unforeseen circumstances arise and normally we would not press for an additional explanation. However, this is the fifth time you have created problems with deposition scheduling. On May 6 you cancelled a deposition of a government witness with only one hour notice. On May 7 you showed up one hour late to a deposition of a government witness. And then you cancelled two additional depositions, citing concerns about document production. Now you want to cancel yet

2. What is Plaintiff and counsel's availability next week? If we agree to withdraw our deposition notice for May 22, we insist that the deposition go forward next week.

If you are unwilling to provide the requested information, we should set up a call to discuss for this afternoon so that we can better understand the basis for your position. We are generally available. Thank you.

Best,

Joseph

Joseph A. Gonzalez

Trial Attorney
Constitutional & Specialized Torts Litigation
Civil Division
U.S. Department of Justice
(202) 598-3888
joseph.a.gonzalez@usdoj.gov

From: Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>
Sent: Tuesday, May 20, 2025 6:40 PM
To: Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>; Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Cc: Lance Henry <lhenry@allen-vellone.com>; john@hhtx.law; Jason R. Wareham <jwareham@allen-vellone.com>
Subject: [EXTERNAL] 22-cv-00869 USDC W. TX

Good afternoon,

The Plaintiff has a conflict with the fact witness deposition scheduled for Thursday, May 22, 2025. He has cleared June 9, 2025 to reschedule his deposition. Please advise whether this date works and if not, please provide new dates for our office. I apologize for the inconvenience. Thank you.

Very truly,

Rebecca H. Bradshaw

Paralegal
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 Please consider the environment before printing this email.



U.S. Department of Justice

Civil Division, Torts Branch
Constitutional and Specialized Torts

Telephone: (202) 616-4140

P.O. Box 7146, Washington, D.C. 20044-7146

May 22, 2025

VIA EMAIL

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lhenry@allen-vellone.com

Re: Defendants' Privilege Log
Roe v. United States of America, et al., No. 5:22-cv-00869 (W.D. Tex.)

Dear Counsel:

Attached to this letter please find Defendants' privilege log for Defendants' document production in this matter. Relatedly, per Mr. Wareham's request, I can confirm that Defendants' document production includes documents that were subject to a classification review, declassified, and produced. Thank you and please let us know if you would like to discuss.

Respectfully,

/s/ Joseph A. Gonzalez

Joseph A. Gonzalez
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United States Department of Justice
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Fax: (202) 616-4314

Email: joseph.a.gonzalez@usdoj.gov

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D.C. Bar No. 1671729
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Email: robert.green3@usdoj.gov

Counsel for Defendants

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
1	8/24/2020	Christine Uptain	Joseph Burghard, Col Brian Bohenek, Kevin Thomas and Allen Rabayda	Classified forwarded email. Email has PowerPoint attached from Dr. Roysdon. PowerPoint is Dr. Roysdon's classified proposed concepts for development that were awarded funding. PowerPoint has Dr. Roysdon represented as Chief Data Scientist for NSA-Texas and not as a Contractor.	Withheld	State Secrets - Classified SAP Information
2	4/22/2024	Joseph Burghard	Many from OSI/PJ and SAF/AQL	Classified email chain beginning in 8/12/2022 to present. Christopher Webb from OSI/PJ beginning investigation into Dr. Roysdon's projects. Email chain provides funding history for those efforts over to OSI/PJ to support investigation	Redacted	State Secrets - Classified SAP Information
3	12/12/2022	John Trauernicht	Many (50+)	Email call for inputs into ACC's Rosetta Stone that's used to track Cyber efforts across the community. Email has draft copy of Rosetta Stone with Dr. Roysdon's projects listed	Withheld	State Secrets - Classified SAP Information
4	12/16/2022	Stephanie Billingsley	John Trauernicht and others from ACC and SAF/AQL	Inputs into ACC's Rosetta Stone	Withheld	State Secrets - Classified SAP Information
5	12/2/2022	John Trauernicht	Many (50+)	Email call for input into ACC's Rosetta Stone. Dr. Roysdon's projects are represented	Withheld	State Secrets - Classified SAP Information
6	11/18/2022	Maj Dan Casey	Many (30+)	Email from Maj Dan Casey with inputs to ACC's Rosetta Stone. Dr. Roysdon's projects are listed	Withheld	State Secrets - Classified SAP Information

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
7	9/12/2022	Eric Cook	Chris Webb, Joseph Burghard, Brian McKenzie, Maj Dan Casey, Allen Rabayda	Funding history for Dr. Roysdon's projects sent to OSI/PJ	Withheld	State Secrets - Classified SAP Information
8	3/16/2022	Anthony Bean	Kevin Thomas, Brian McKenzie, Joseph Burghard, Timoteo Flores, Lori Rambo, Michael Perry, Christine Priest	AFLCMC/HNCO Monthly Activity Brief. Shows status of obligations and expenditures	Withheld	State Secrets - Classified SAP Information
9	1/31/2022	Christine Uptain	Phillip McDaniel, Harold Wilson, Ayla Reed	Email sending AO Murder Board Slides to AFSPC. Slides are classified providing overview of SAF/AQLQ portfolio and POM inputs/requests across the FYDP. Dr. Roysdon's projects are mentioned in some of the schedule slides	Withheld	State Secrets - Classified SAP Information
10	1/27/2022	Kevin Thomas	Joseph Burghard, Christine Uptain, Brian McKenzie, William Bridges, Maj Dan Casey	Draft copy of AO Murder Board slides for internal review. Previous version of line above.	Withheld	State Secrets - Classified SAP Information
11	12/6/2021	Christine Uptain	Joseph Burghard, Brian McKenzie, Maj Dan Casey, Kevin Thomas	Classified email containing funding request from AFLCMC/HNCO and attached project deep dive slides. Funding and slides involve Dr. Roysdon's projects	Withheld	State Secrets - Classified SAP Information
12	12/7/2021	Christine Uptain	Joseph Burghard, Maj Dan Casey	Classified email with slides attached. Slides are technical deep dive charts on AFLCMC/HNCO projects which include Dr. Roysdon's projects	Withheld	State Secrets - Classified SAP Information

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
13	11/4/2021	Christine Uptain	SAF/AQLA Team	Classified email with slides attached. Email is coordinating technical deep dive briefs across SSC/AFLCMC/HNCO and DARPA. Dr. Roysdon's projects are referenced in AFLCMC/HNCO slides	Withheld	State Secrets - Classified SAP Information
14	11/2/2021	Anthony Bean	Joseph Burghard, Brian McKenzie, Maj Dan Casey, Kevin Thomas	Classified email from AFLCMC/HNCO providing programmatic impact of budget cuts. Also has funding execution and distribution plan as attachment	Withheld	State Secrets - Classified SAP Information
15	10/18/2021	Christine Uptain	Joseph Burghard, Brian McKenzie, Maj Dan Casey, Kevin Thomas	Update to classified budget document used to track funding across all SAF/AQLQ projects	Withheld	State Secrets - Classified SAP Information
16	7/14/2021	Anthony Bean	Kevin Thomas, Christine Uptain, Joseph Burghard, Timoteo Flores	Classified email with AFLCMC/HNCO Monthly Activity Brief	Withheld	State Secrets - Classified SAP Information
17	7/8/2021	Christine Uptain	Leah Andrews, Joseph Burghard, Kevin Thomas	Classified email providing SAF/AQLQ budget execution update. Budget update spans across many organizations	Withheld	State Secrets - Classified SAP Information
18	7/1/2021	Timoteo Flores	Christine Uptain, Kevin Thomas, Greg Hern, Anthony Bean, Jared Ekholm, Julio Guerrero, Joseph Burghard	Classified email providing AFLCMC/HNCO funding execution and distribution plan	Withheld	State Secrets - Classified SAP Information
US0000001	6/7/2019	Redacted	Redacted	Email re (U) Consulting Question	Redacted	50 U.S.C. § 3605
US0000002	8/20/2020	Amy R.	Redacted	Conversation	Redacted	50 U.S.C. § 3605
US0000003-6	6/7/2019	Redacted	Amy R.	Email re (U) Consulting Question	Redacted	50 U.S.C. § 3605
US000007-20	8/20/2020	Redacted	Amy R.	Email re (U) Consulting Question	Redacted	50 U.S.C. § 3605
US000021-22	4/8/2019	Redacted	OGC AdminEthics	Email re (U) Consulting Question	Redacted	50 U.S.C. § 3605

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
US0000023	9/21/2020	N/A	N/A	Notification of Resignation by Proxy	Redacted	50 U.S.C. § 3605
US0000024	Undated	N/A	N/A	Resume	Redacted	50 U.S.C. § 3605
US0000025	Undated	N/A	N/A	Applicant Resume As Of December 16, 2014	Redacted	50 U.S.C. § 3605
US0000026	Undated	N/A	N/A	Resume	Redacted	50 U.S.C. § 3605
US0000027	8/30/2020	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000028	7/1/2020	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000029	6/7/2019	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000030	8/3/2018	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000031	6/1/2015	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000032	6/1/2015	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000033	7/24/2015	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000034	6/13/2016	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000035	7/29/2016	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000036	9/18/2017	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000037	9/18/2017	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000038	12/23/2018	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000039	3/17/2019	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000040	3/31/2019	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000041	9/21/2020	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000436	6/7/2019	Redacted	Redacted	Email re (U) Consulting Question	Redacted	50 U.S.C. § 3605
US0000069-74	9/2/2020	Redacted	Redacted	Notification of Resignation Forms and Emails	Redacted	50 U.S.C. § 3605
US0000437	8/20/2020	Amy R.	Redacted	Conversation	Redacted	50 U.S.C. § 3605
US0000438-441	6/7/2019	Redacted	Amy R.	Email re (U) Consulting Question	Redacted	50 U.S.C. § 3605
US0000442-454	8/20/2020	Redacted	Amy R.	Email re (U) Consulting Question	Redacted	50 U.S.C. § 3605
US0000456-457	4/8/2019	Redacted	OGC AdminEthics	Email re (U) Consulting Question	Redacted	50 U.S.C. § 3605
US0000458	9/21/2020	N/A	N/A	Notification of Resignation by Proxy	Redacted	50 U.S.C. § 3605
US0000459	Undated	N/A	N/A	Resume	Redacted	50 U.S.C. § 3605

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US0000460	Undated	N/A	N/A	Applicant Resume As Of December 16, 2014	Redacted	50 U.S.C. § 3605
US0000461	Undated	N/A	N/A	Resume	Redacted	50 U.S.C. § 3605
US0000462	8/30/2020	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000463	7/1/2020	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000464	6/7/2019	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000465	8/3/2018	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000466	6/1/2015	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000467	6/1/2015	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000468	7/24/2015	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000469	6/13/2016	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000470	7/29/2016	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000471	9/18/2017	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000472	9/18/2017	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000473	12/23/2018	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000474	3/17/2019	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000475	3/31/2019	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000476	9/21/2020	N/A	N/A	Notification of Personnel Action	Redacted	50 U.S.C. § 3605
US0000187-201	N/A	N/A	N/A	Automated Case Tracking System	Reproduced without redaction at US0000708-723	N/A
US0000202-217	N/A	Roysdon	DCATSEEmail@dcatsc.mil	DoD OIG Hotline Case Action Referral	Reproduced without redaction at US0000724-738	N/A
US0000045-56	8/26/2020	Beall	N/A	OSI Form 40 with attachments	Redacted	Justification for PAR and project name
US0000760	8/27/2020	MAGALONG, KENNETH V CIV USAF AFMC AFLCMC/HNC-DOS <kenneth.magalong@us.af.mil>	ROWE, WILLIAM O CIV USAF AFMC AFLCMC/HNC-DOS <william.rowe.1@us.af.mil>	FW: Inquiry Official Letter_Bremer	Withheld	Link to SAPCO Portal redacted

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00578258	4/29/2024	BURGHARD, JOSEPH D NH-04 USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00190775	10/3/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	Automatic reply: Summons Copy	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00226948	10/3/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00548098	10/3/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Summons Copy	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00617844	10/3/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Summons Copy	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00190706	10/4/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00190729	10/4/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	COLLIER, RENEE M GS-15 USAF HAF AFLOA/JAC <renee.collier@us.af.mil>; SANDERS, CHRISTIN N GS-14 USAF AFLOA AF LEGAL OP AGENCY FO/AF/JAC Civil Law and Litigation <christin.sanders@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions

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ROE00190732	10/4/2022	COLLIER, RENEE M GS-15 USAF HAF AFLOA/JAC <renee.collier@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; SANDERS, CHRISTIN N GS-14 USAF AFLOA AF LEGAL OP AGENCY FO/AF/JAC Civil Law and Litigation <christin.sanders@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00190733	10/4/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	COLLIER, RENEE M GS-15 USAF HAF AFLOA/JAC <renee.collier@us.af.mil>; SANDERS, CHRISTIN N GS-14 USAF AFLOA AF LEGAL OP AGENCY FO/AF/JAC Civil Law and Litigation <christin.sanders@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00190734	10/4/2022	COLLIER, RENEE M GS-15 USAF HAF AFLOA/JAC <renee.collier@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; SANDERS, CHRISTIN N GS-14 USAF AFLOA AF LEGAL OP AGENCY FO/AF/JAC Civil Law and Litigation <christin.sanders@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00226933	10/4/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Summons Copy	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00548808	10/4/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00617842	10/4/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00226916	10/5/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00226894	10/6/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00090386	10/11/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	RE: Summons Copy	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00226851	10/12/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Summons Copy	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00354411	10/12/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	Automatic reply: Roe vs US Litigation (Civil Action: SA22-CV0869)	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00356260	10/12/2022	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	Roe vs US Litigation (Civil Action: SA22-CV0869)	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00226847	10/13/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Summons Copy	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00547938	10/13/2022	EKHOLM, JARED M Col USAF AFDW AF/A26 <jared.ekholm@us.af.mil>	WILLIAMS, CHERYL A CIV USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Litigation with Dr. Roe	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00321462	10/13/2022	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>; BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00354407	10/13/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>; CRONIN, PAUL E DO-04 USAF AFMC AFRL/JA <paul.cronin.3@us.af.mil>	RE: Litigation with Dr. Roe	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions

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ROE00356231	10/13/2022	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>; BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Litigation with Dr. Roe	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00354401	10/14/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Litigation with Dr. Roe	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00356228	10/14/2022	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Litigation with Dr. Roe	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00226816	10/17/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	Status Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00226810	10/18/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Status Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00598767	10/18/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Status Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00090174	10/28/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	Automatic reply: Status Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00226614	10/28/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Status Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00089733	11/14/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	Automatic reply: Status Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions

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ROE00226437	11/14/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Status Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00259403	11/17/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D NH-04 USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	Automatic reply: [Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00089606	11/17/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	Automatic reply: Representation Request (Dr. John Roe Lawsuit)	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00354400	11/17/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Litigation with Dr. Roe	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00356022	11/17/2022	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Litigation with Dr. Roe	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions

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ROE00373475	11/17/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	Automatic reply: Litigation with Dr. Roe	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation, representation request 28 C.F.R. § 50.15; Work Product Doctrine - contains mental impressions
ROE00259375	11/18/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D NH-04 USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00089582	11/18/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00089583	11/18/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	Automatic reply: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00089585	11/18/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	FW: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00226370	11/18/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00354397	11/18/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00354398	11/18/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00356016	11/18/2022	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00373441	11/18/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	Automatic reply: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00259349	11/23/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D NH-04 USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	FW: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00089392	11/23/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00226312	11/23/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00226335	11/23/2022	MCVEIGH, WILLIAM M M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>; BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00259342	11/28/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D NH-04 USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	Automatic reply: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00287964	11/28/2022	BURGHARD, JOSEPH D NH-04 USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00089302	11/30/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	Automatic reply: [Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00226278	11/30/2022	MCVEIGH, WILLIAM M M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00089273	12/1/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00226272	12/1/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00089120	12/6/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00089121	12/6/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00089122	12/6/2022	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	Automatic reply: Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00226177	12/6/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	RE: Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00226178	12/6/2022	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; WILLIAMS, CHERYL A GS-11 USAF AF/JAC Information Litigation Branch <cheryl.williams.13@us.af.mil>	Update	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00088671	1/3/2023	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	Automatic reply: [Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00225995	1/3/2023	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00225996	1/3/2023	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00598527	1/3/2023	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00088606	1/4/2023	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00088615	1/4/2023	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00225977	1/4/2023	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00258492	1/13/2023	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D NH-04 USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22- CV-869 (W.D. Tex.) - DJ # 157- 76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00258496	1/13/2023	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D NH-04 USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	Automatic reply: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00287664	1/13/2023	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/SAF/MRBL <kenneth.hynes@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00258462	1/17/2023	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00287644	1/17/2023	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/SAF/MRBL <kenneth.hynes@us.af.mil>	BUTLER, MARVELLE L GS-14 USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00088042	1/24/2023	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00088055	1/24/2023	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	Automatic reply: [Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00225816	1/24/2023	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/AF/JAC Information Litigation <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00087752	1/30/2023	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00225722	1/30/2023	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00087693	1/31/2023	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00225701	1/31/2023	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00225626	2/2/2023	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00255466	6/15/2023	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	Automatic reply: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00286346	6/15/2023	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/SAF/MRBL <kenneth.hynes@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: DOJ Representation AUTHORIZED in Roe v. United States et al., No. 5:22-CV-869 (W.D. Tex.) - DJ # 157-76-4163	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00250141	4/11/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00250154	4/11/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/SAF/MRBL <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00283931	4/11/2024	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; HYNES, KENNETH M Maj USAF AFLOA/SAF/MRBL <kenneth.hynes@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00283932	4/11/2024	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	HYNES, KENNETH M Maj USAF AFLOA/SAF/MRBL <kenneth.hynes@us.af.mil>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00047733	4/24/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00047738	4/24/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00047741	4/24/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00210336	4/24/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00210337	4/24/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00409513	4/24/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00414902	4/24/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00414906	4/24/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00419114	4/24/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00419115	4/24/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00548383	4/24/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00548384	4/24/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00003998	4/29/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00003989	4/30/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RANFT, RICHARD A CTR USAF AFMC AFLCMC/HNCO <richard.ranft.3.ctr@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00005026	4/30/2024	RANFT, RICHARD A CTR USAF AFMC AFLCMC/HNCO	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00419074	4/30/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00631946	4/30/2024	RANFT, RICHARD A CTR USAF AFMC AFLCMC/HNCO	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00328688	5/1/2024	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	Fw: [DoD SAFE] Confirmation of Completed Drop-off 7JuE75oY7axphtqR	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00354884	5/1/2024	EKHOLM, JARED M Lt Col USAF AFMC AFRL/RYM <jared.ekholm@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	Re: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00047426	5/6/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	Automatic reply: File	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00210280	5/6/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	File	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00414719	5/6/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	Automatic reply: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00419005	5/6/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00354389	5/9/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	EKHOLM, JARED M Col USAF AFMC AFRL <jared.ekholm@us.af.mil>	Automatic reply: Roe v. United States, Case No. 5:22-CV-00869 (W.D. Tex.)	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

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ROE00047268	5/13/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	Automatic reply: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00210254	5/13/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00046964	5/21/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	Automatic reply: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00210221	5/21/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00042425	5/30/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation
ROE00046724	5/30/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00210165	5/30/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQI <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation

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ROE00405565	5/30/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation
ROE00405569	5/30/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation
ROE00414331	5/30/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation
ROE00414338	5/30/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation
ROE00414340	5/30/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>; MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	FW: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation

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ROE00418497	5/30/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation
ROE00418806	5/30/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation
ROE00418815	5/30/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation
ROE00583844	5/30/2024	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00418496	5/31/2024	MCDONALD, ALEXANDRA K SA USAF AFOSI AFOSI/PJ HQ <alexandra.mcdonald@us.af.mil>	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>; MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Classified Info	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00042366	6/4/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	Automatic reply: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00042368	6/4/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00046623	6/4/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00614338	6/4/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00074027	6/13/2024	Skinner, Reginald M. (DOJ CIV) <Reginald.M.Skinner@usdoj.gov>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler and DOJ Senior Trial Attorney Reginald Skinner about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00042152	6/14/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00042154	6/14/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	Automatic reply: [Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler and DOJ Senior Trial Attorney Reginald Skinner about Roysdon litigation
ROE00074014	6/14/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>; Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler and DOJ Senior Trial Attorney Reginald Skinner about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00220484	6/14/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler and DOJ Senior Trial Attorney Reginald Skinner about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00414075	6/14/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	Automatic reply: [Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00418492	6/14/2024	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>	Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>; OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler and DOJ Senior Trial Attorney Reginald Skinner about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00418710	6/14/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>; Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>; BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler and DOJ Senior Trial Attorney Reginald Skinner about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00073636	7/3/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00073641	7/3/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Acknowledgment Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00199068	7/3/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>	Roe v. DAF - Settlement demand	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00199070	7/3/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	MCVEIGH, WILLIAM M Maj USAF HAF AF/A3CX <william.mcveigh.1@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00220304	7/3/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00220320	7/3/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	[Redacted]	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00220321	7/3/2024	MCVEIGH, WILLIAM M Maj USAF HAF SAF/AQIT <william.mcveigh.1@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Acknowledgment Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00328524	7/3/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Acknowledgment Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00578358	7/3/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00627851	7/3/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B <jason.oliveira.3@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Acknowledgment Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00630658	7/3/2024	OLIVEIRA, JASON CIV USAF AFOSI AFOSI/PJ DET 8/OL-B	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Acknowledgment Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

#	Date	Author(s)	Recipient(s)	Document Description	Redacted or Withheld	Privilege/Justification
ROE00631349	7/3/2024	RANFT, RICHARD A CTR USAF AFMC AFLCMC/HNCO	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Acknowledgment Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00631815	7/3/2024	RANFT, RICHARD A CTR USAF AFMC AFLCMC/HNCO	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Acknowledgment Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00578355	7/5/2024	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00583834	7/5/2024	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00578255	7/8/2024	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00578256	7/8/2024	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00583830	7/8/2024	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions
ROE00583831	7/8/2024	BURGHARD, JOSEPH D CIV USAF HAF SAF/SAF/AQL <joseph.burghard@us.af.mil>	BUTLER, MARVELLE L CIV USAF AFDW AFLOA/JACL <marvelle.butler@us.af.mil>	RE: Dr. John Roe v. United States of America, et. al., Case No. 5:22-CV-00869 (W.D. Tex.) Lit Hold Notice	Withheld	Attorney/Client Privilege - communications with Air Force Attorney Marvelle Butler about Roysdon litigation; Work Product Doctrine - contains mental impressions

From: Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>
Sent time: 06/05/2025 02:55:35 PM
To: Jason R. Wareham; Lance Henry; John Hodges <john@hhtx.law>
Cc: Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: Beall Document Recovery
Attachments: US0000784.pdf US0000786.pdf

Counsel:

The recovery of Air Force Office of Special Investigation Agent Allen Beall's SIC and CORE accounts is complete. Responsive documents are attached to this email; no responsive documents have been withheld.

Thanks,

Katrina (Kati) Seeman
Trial Attorney
U.S. Department of Justice, Civil Division
Constitutional & Specialized Tort Litigation
202-616-0674 | katrina.m.seeman@usdoj.gov

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5/30/25, 10:14 AM

BEALL-ConflictOfInterest MFR for Dr. Roysdon Please

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ID: 8316004

Marking: U//FOUO

From: Automated, System <UNK>

To: McDonald, Alexandra Kane <CIV>, AFOSI PJ HQ

Date: 5/7/25, 1:41 PM

Subject: FWD: BEALL-ConflictOfInterest MFR for Dr. Roysdon Please

To:
ALLEN.BEALL,ALLEN.RABAYDA,ANGELA.IVEY,BRIAN.BOHENEK,CHRISTINE.UPTAIN,JOSEPH.BURGHARD,MICHAEL.CRUNK,WILLIAM.BRIDGES,WILLIAM.MCVEIGH
From: WILLIAM.MCVEIGH
Sent Date of Message: 2020-AUG-24 13:21

Sir,

Attached is the latest MFR. We found out some additional information.

Dr. Roysdon will be leaving NSA within the next two weeks and looking at the email from his legal team, we believe that there is likely at a minimum conflict of interest.

Let me know if you have any questions or need us to research anything else.

-Will

William McVeigh, Capt, USAF
AFLCMC/HNCO
COMM: (210) 925-1974
DSN: (312) 945-1974
VoIP: 981-5265
NIPR: william.mcveigh.1@us.af.mil
JWICS: william.m.mcveigh@af.ic.gov

Marking: U//FOUO

Date: 8/19/20 12:21 PM

From: Burghard, Joseph D <CIV>, SAF/AQLC

To: McVeigh, William M <MIL>, AFLCMC/HNCO

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B; Bohenek, Brian J <MIL>, SAF/AQLC; Bridges, William P <CTR>, SAF/AQLC; Rabayda, Allen C <CTR>, SAF/AQLC; Ivey, Angela M <CIV>, AFOSI PJ HQ; Uptain, Christine Lanin <CTR>, SAF/AQLC

Subject: MFR for Dr. Roysdon Please

Will,

Thank you for notifying us about Dr. Roysdon's possible conflict of interest situation. Since this was a first heard for all of us and since we'll likely need to find out more information, could you please draft up a quick MFR to document what we know now about his contractor v.s. NSA government civilian status and how that relates to work he supports in the portfolio? Please also cc all those on distro when you get a chance to send it out.

Thank you again for bringing this to our attention,

V/R
Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

Attachments

Attachment Dr. Roysdon Letter Signed.pdf

Marking U//FOUO

Size 659615 KB

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US0000786.pdf

5/30/25, 10:14 AM

BEALL-ConflictOfInterest MFR for Dr. Roysdon Please

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CUI



DEPARTMENT OF THE AIR FORCE
AIR FORCE LIFE CYCLE MANAGEMENT CENTER
CRYPTOLOGIC & CYBER SYSTEMS DIVISION
JOINT BASE SAN ANTONIO-LACKLAND, TEXAS 78243

21 August 2020

MEMORANDUM FOR RECORD

FROM: AFLCMC/HNCO

SUBJECT: (U) AFLCMC/HNCO Update on DD254 Status for Fibonacci

1. (CUI) In FY19, Dr. Paul Roysdon briefed the Fibonacci program at the TOP SECRET level to AFLCMC/HNCO and SAF/AQL. The National Security Agency (NSA) decided not to fund this program, and the program was funded by SAF/AQL as a RBAN project with unclassified components. At the time, Dr. Roysdon was a Government employee providing advice and guidance under the Government.

2. (U) Starting in FY19, Mr. Dan Brown brought Dr. Paul Roysdon to support the Fibonacci program as a Technical Subject Matter Expert (contractor) as a subcontractor under Global Info Tech Inc (GITI). GITI holds an Air Force Research Laboratory (AFRL) ACT2 prime contract. Dr. Roysdon maintained his Government position at the NSA. Dr. Roysdon stated on 18 Aug 20 he obtained an Office of General Council (OGC) letter providing agreement for the project to be worked. AFLCMC/HNCO has received the NSA's legal guidance and believes there is likely a conflict of interest based off of the email on JWICS dated 20 Aug 20.

3. (CUI) Dr. Roysdon was cleared as a Government employee to RBAN, but not as a contractor. While the GITI contract has RBAN on their DD254, Dr. Roysdon's LLC does not have a Field Security Officer (FSO), DD254, and cage code that would allow him contractor SCI and program access. Dr. Roysdon's subcontractor work was solely unclassified. Dr. Roysdon's work as a Government employee included RBAN discussions about Fibonacci. Dr. Roysdon has been notified to stop work as a contractor. He may continue supporting the project as a Government employee under the NSA. However, Dr. Roysdon informed AFLCMC/HNCO on 20 Aug that he is planning to resign from NSA.

4. (CUI) Within AFLCMC/HNCO three other contractors require DD254 modification to allow RBAN: Kudu Dynamics, X8, and Crystal Clear. X8 and Crystal Clear, as a technical Subject Matter Expert (SME) are not doing any program work currently, but are expected to do RBAN work in FY21. No additional AFLCMC/HNCO contractors require DD254 SAP modifications. The Kudu Dynamics DD254 is expected to be completed by 23 Oct 20 pending signatures.

5. (U) Please direct any further questions to Capt William McVeigh at DSN: 945-1974 and william.mcveigh.1@us.af.mil.

A handwritten signature in black ink, appearing to read "J. Ekholm", is positioned above the name and title of the signatory.

JARED EKHOLM, Lt Col, USAF
Materiel Leader

CUI

EXHIBIT 18**Page 4 of 13**

US0000789.pdf

5/30/25, 10:12 AM

BEALL-DanBrown Dr. Paul Roysdon.... Need to talk sooner than Thurs

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ID: 8316036

Marking: U//FOUO

From: Automated, System <UNK>

To: McDonald, Alexandra Kane <CIV>, AFOSI PJ HQ

Date: 5/7/25, 1:42 PM

Subject: FWD: BEALL-DanBrown Dr. Paul Roysdon.... Need to talk sooner than Thurs

To: ALLEN.BEALL,BRIAN.BOHENEK,JOSEPH.BURGHARD,MICHAEL.CRUNK

From: JOSEPH.BURGHARD

Sent Date of Message: 2020-AUG-24 14:45

Copy, sounds good. Standing by.

V/R

Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

Marking: U//FOUO

Date: 8/24/20 9:31 AM

From: Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B

To: Burghard, Joseph D <CIV>, SAF/AQLC

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Bohenek, Brian J <MIL>, SAF/AQLC

Subject: Dr. Paul Roysdon.... Need to talk sooner than Thurs

OK, I'm playing catch-up here, but I will talk to Will today about Dan Brown and Mr. Roysdon. We're (Jason Oliveira and I) leaving for the SPO in like 15 min. I will try to call you when we get back.

Allen

Marking: U//FOUO

Date: 8/21/20 2:42 PM

From: Burghard, Joseph D <CIV>, SAF/AQLC

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5/30/25, 10:12 AM

BEALL-DanBrown Dr. Paul Roysdon.... Need to talk sooner than Thurs

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To: Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B; Crunk, Michael D <CIV>, AFOSI PJ DET 8

Cc: Bohenek, Brian J <MIL>, SAF/AQLC

Subject: Dr. Paul Roysdon.... Need to talk sooner than Thurs

Hey Allen,

Just found out Dr. Roysdon put in his two weeks with NSA. We really need to talk about his conflict of interest situation soonest while he is still a government civilian. You are talking with Mcveigh on Monday so please let us know if there is a good time we can talk on Monday after you meet with Mcveigh.

Thank you,

V/R

Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

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UNCLASSIFIED// [REDACTED]

ID: 8315131

Marking: U// [REDACTED]

From: Automated, System <UNK>

To: McDonald, Alexandra Kane <CIV>, AFOSI PJ HQ

Date: 5/7/25, 12:28 PM

Subject: FWD: BEALL-Roysdon

To: ALLEN.BEALL,JOSEPH.BURGHARD,MICHAEL.CRUNK

From: ALLEN.BEALL

Sent Date of Message: 2020-AUG-28 18:30


Danny, here's what I learned from Dr. Paul Roysdon when I de-briefed him. I forwarded it to Capt Mcveigh and the HNCO security office so they can give it to the security incident inquiry officer they are appointing.

Allen


Attachments**Attachment** ROYSDON FM40 with attachments, 20200826.pdf**Marking** U// [REDACTED]**Size** 1332452 KB

UNCLASSIFIED// [REDACTED]

US0000786.pdf

UNCLASSIFIED//

ID: 8315128

Marking: U//

From: Automated, System <UNK>

To: McDonald, Alexandra Kane <CIV>, AFOSI PJ HQ

Date: 5/7/25, 12:28 PM

Subject: FWD: BEALL-Roysdon

To: ALLEN.BEALL,JOSEPH.BURGHARD,MICHAEL.CRUNK

From: JOSEPH.BURGHARD

Sent Date of Message: 2020-AUG-28 19:30

Thank you!

V/R

Danny Burghard

Program Element Monitor & Deputy Division Chief


Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

Marking: U//

Date: 8/28/20 2:30 PM

From: Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B


To: Burghard, Joseph D <CIV>, SAF/AQLC

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8

Subject: No Subject

Danny, here's what I learned from Dr. Paul Roysdon when I de-briefed him. I forwarded it to Capt Mcveigh and the HNCO security office so they can give it to the security incident inquiry officer they are appointing.

Allen

UNCLASSIFIED//

5/30/25, 10:31 AM

BEALL-Roysdon

UNCLASSIFIED//

UNCLASSIFIED//

EXHIBIT 18

Page 11 of 13

UNCLASSIFIED/ [REDACTED]

ROYSDON interview and debrief

From: Beall, Allen Ting <CTR>

27-Aug-2020 15:22

To: McVeigh, William M <MIL>; Rowe, William O "Bulldog" <CIV>; Ranft,
Richard Alan "CaddyShack" <EMB CTR>

Cc: Oliveira, Jason Nmn <EMB CTR>

Bcc:

CWS Attachment ID	CFS File ID	CFS File Version ID	File Name	File Marking	File Size
485396	999497	1017198	ROYSDON FM40 UNCLASSIFIED// 1 MB with attachments 20200826.pdf	[REDACTED]	

UNCLASSIFIED/ [REDACTED]

Hi, guys,

Attached you will find my write-up of the chat and debrief I had with Dr. Roysdon yesterday.
Please pass this on to your inquiry official when appointed.

Allen

UNCLASSIFIED/ [REDACTED]

UNCLASSIFIED/ [REDACTED]

Document is UNCLASSIFIED with Attachment Removed

EXHIBIT 18**Page 12 of 13**

From: Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>
Sent time: 06/12/2025 09:10:15 AM
To: Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>; Lance Henry
Cc: john@hhtx.law; Jason R. Wareham; Rebecca H. Bradshaw; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: 22-cv-00869 USDC W. TX
Attachments: US0000796.pdf US0000797.pdf

Good morning:

Two more documents underwent review for release as we were finalizing Defendant's privilege log, and are now approved for release. Bates No. 797-801 is the document referenced in the log as Number 2.

Thanks,

Katrina (Kati) Seeman
 Trial Attorney
 U.S. Department of Justice, Civil Division
 Constitutional & Specialized Tort Litigation
 202-616-0674 | katrina.m.seeman@usdoj.gov

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From: Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>
Sent: Thursday, May 22, 2025 3:12 PM
To: Lance Henry <lhenry@allen-vellone.com>; Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>
Cc: john@hhtx.law; Jason R. Wareham <jwareham@allen-vellone.com>; Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: 22-cv-00869 USDC W. TX

Lance,

We accept the May 30 reschedule date and will send out a revised notice shortly. Additionally, attached please find Defendants' privilege log. Thank you.

Best,

Joseph

Joseph A. Gonzalez
 Trial Attorney
 Constitutional & Specialized Torts Litigation
 Civil Division
 U.S. Department of Justice
 (202) 598-3888
joseph.a.gonzalez@usdoj.gov

From: Lance Henry <lhenry@allen-vellone.com>
Sent: Thursday, May 22, 2025 2:24 PM
To: Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>; Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>
Cc: john@hhtx.law; Jason R. Wareham <jwareham@allen-vellone.com>; Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: [EXTERNAL] RE: 22-cv-00869 USDC W. TX

Joseph and Kati,

The only date next week that Dr. Roysdon could potentially do is Friday, May 30, 2025. It is my understanding that he and Jason are doing what they can to clear his calendar that day and that they will use their best efforts to do so.

I am still drafting a comprehensive letter to you regarding all discovery issues in this case. As I said on the phone, this is not a gamesmanship tactic. It will be in the same spirit of good faith conferrals that counsel on both sides have modeled since you two recently joined the case. The contents in the letter are not new, but contains issues that have all been previously discussed with you or your predecessors, but there are

Sincerely,
Lance

Lance Henry

Attorney at Law

[Allen Vellone Wolf Helfrich & Factor P.C.](#)

1600 Stout Street, Suite 1900, Denver, Colorado 80202

Direct (720) 245-2418 | Main (303) 534-4499

LHenry@allen-vellone.com

Pronouns he, him, & his

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From: Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>

Sent: Wednesday, May 21, 2025 3:10 PM

To: Lance Henry <LHenry@allen-vellone.com>; Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>; Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>

Cc: john@hhtx.law; Jason R. Wareham <jwareham@allen-vellone.com>

Subject: RE: 22-cv-00869 USDC W. TX

John and Lance,

Thank you for speaking with us this afternoon. This email confirms that Dr. Roysdon does not need to appear for his deposition tomorrow. Per our conversation, please provide us suggested alternative dates by COB tomorrow.

Thanks,

Katrina (Kati) Seeman

Trial Attorney

U.S. Department of Justice, Civil Division

Constitutional & Specialized Tort Litigation

202-616-0674 | katrina.m.seeman@usdoj.gov

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From: Lance Henry <LHenry@allen-vellone.com>

Sent: Wednesday, May 21, 2025 3:04 PM

To: Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>; Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>; Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>

Cc: john@hhtx.law; Jason R. Wareham <jwareham@allen-vellone.com>

Subject: [EXTERNAL] Re: 22-cv-00869 USDC W. TX

Joseph,

I am unavailable for another hour or so. Will you be available to discuss this around 4:30 your time?

Sincerely,
Lance

Lance Henry

Attorney at Law

Allen Vellone Wolf Helfrich & Factor P.C.

1600 Stout Street, Suite 1900, Denver, Colorado 80202

Direct (720) 245-2418 | Main (303) 534-4499

LHenry@allen-vellone.com

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From: Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>

Sent: Wednesday, May 21, 2025 10:33:26 AM

To: Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>; Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>

Cc: Lance Henry <lhenry@allen-vellone.com>; john@hhtx.law <john@hhtx.law>; Jason R. Wareham <jwareham@allen-vellone.com>

Subject: RE: 22-cv-00869 USDC W. TX

Counsel,

Yesterday evening you attempted to unilaterally cancel Plaintiff's deposition set for tomorrow. The only reason provided was "Plaintiff has a conflict." June 9 was the only suggested reschedule date provided. This date is not only *after* the close of discovery (June 6), but also *after* mediation (June 4). We need you to address the following two questions as we consider your request to reschedule:

1. What is the specific reason for the request to reschedule? We appreciate that unforeseen circumstances arise and normally we would not press for an additional explanation. However, this is the fifth time you have created problems with deposition scheduling. On May 6 you cancelled a deposition of a government witness with only one hour notice. On May 7 you showed up one hour late to a deposition of a government witness. And then you cancelled two additional depositions, citing concerns about our document production. Now you want to cancel yet another scheduled deposition even though we proposed May 22 over a month ago and you confirmed in writing almost three weeks ago (May 2). "Plaintiff has a conflict" is not acceptable given this backdrop.
2. What is Plaintiff and counsel's availability next week? If we agree to withdraw our deposition notice for May 22, we insist that the deposition go forward next week.

If you are unwilling to provide the requested information, we should set up a call to discuss for this afternoon so that we can better understand the basis for your position. We are generally available. Thank you.

Best,

Joseph

Joseph A. Gonzalez

Trial Attorney

Constitutional & Specialized Torts Litigation

Civil Division

U.S. Department of Justice

(202) 598-3888

joseph.a.gonzalez@usdoj.gov

From: Rebecca H. Bradshaw <rbradshaw@allen-vellone.com>

Sent: Tuesday, May 20, 2025 6:40 PM

To: Seeman, Katrina M (CIV) <Katrina.M.Seeman@usdoj.gov>; Gonzalez, Joseph A. (CIV) <Joseph.A.Gonzalez@usdoj.gov>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>

Cc: Lance Henry <lhenry@allen-vellone.com>; john@hhtx.law; Jason R. Wareham <jwareham@allen-vellone.com>

Subject: [EXTERNAL] 22-cv-00869 USDC W. TX

Good afternoon,

The Plaintiff has a conflict with the fact witness deposition scheduled for Thursday, May 22, 2025. He has cleared June 9, 2025 to reschedule his deposition. Please advise whether this date works and if not, please provide new dates for our office. I apologize for the inconvenience. Thank you.

Very truly,

Rebecca H. Bradshaw

Paralegal

Allen Vellone Wolf Helfrich & Factor P.C.

1600 Stout Street, Suite 1900

Denver, Colorado 80202

rbradshaw@allen-vellone.com

www.allen-vellone.com

(720) 245-2445 | Direct

(303) 534-4499 | Main

(303) 893-8332 | Fax

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 Please consider the environment before printing this email.

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Marking: U//FOUO

Date: 5/26/21 5:47 PM

From: McVeigh, William M <MIL>, SAF/AQI

To: Bohenek, Brian J <MIL>, SAF/AQL; Burghard, Joseph Daniel <CIV>, SAF/AQLQ

Subject: MFRs

Sir,

Here's the MFR that Lt Col Ekholm signed about the Dr. Roysdon incident. I know there was an OSI investigation that SA Beall did, but I never received the output of it. I did submit my witness report to the investigator, Rich Bremer. I hope this helps out.

-Will

William McVeigh, Maj, USAF

AFLCMC/HNCO

COMM: (210) 925-1974

DSN: (312) 945-1974

NIPR: william.mcveigh.1@us.af.mil

JWICS: william.m.mcveigh@af.ic.gov

Attachment	Size	Marking	Description
Dr. Roysdon Letter Signed.pdf	644kB	U//FOUO	

2

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EXHIBIT 19

Page 5 of 10

US0000796

1.17.22/12:47 PM [REDACTED]

CONTROLLED UNCLASSIFIED INFORMATION

Marking: [REDACTED]

Date: 8/17/22 12:47 PM

From: Webb, Christopher Ryan <UNK>

To: Burghard, Joseph Daniel <CIV>, SAF/AQLQ

Cc: Cook, Eric W <CTR>, SAF/AQLQ; McKenzie, Brian M <CIV>, SAF/AQLM; Casey, Daniel James <MIL>, ANG/601AOG; Rabayda, Allen C <CTR>, SAF/AQLQ

Subject: Funding History for Fibonacci

Danny,

I just called up to explain that to Eric. I guess I should have been a little more specific in the breakdown timeframe!

Chris

Marking: [REDACTED]

Date: 8/17/22 12:37 PM

From: Burghard, Joseph D <CIV>, SAF/AQLC

To: Cook, Eric W <CTR>, SAF/AQLC

Cc: Webb, Christopher Ryan <MIL>, AFOSI PJ DET 9; McKenzie, Brian M <CIV>, SAF/AQLM; Casey, Daniel J <MIL>, SAF/AQLC; Rabayda, Allen C <CTR>, SAF/AQLC

Subject: Funding History for Fibonacci

S.A. Webb,

Just to clarify a couple things, there were several Fibonacci projects that we funded for Dr. Roysdon kick-started all of them. The three projects were as follows:

Fibonacci Fire

Fibonacci Lattice

Fibonacci Replicator

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2

1.17.22/12:47 PM [REDACTED]

CONTROLLED UNCLASSIFIED INFORMATION

Shortly before Dr. Roysdon's departure, we cancelled Lattice and Replicator like we discussed and continue to fund Fire which is what the FY22/32 funding is for like Eric laid out below.

Eric,

I think S.A. Webb is really asking for the historic funding (FY21 and earlier) for Lattice and Replicator. Any chance you can find that breakout?

V/R

Danny Burghard

Chief, Advanced Cyberspace Systems Division, SAF/AQLC

COMM: 202-767-4063

TS VOIP: 987-1153

Marking: [REDACTED]

Date: 8/17/22 12:12 PM

From: Cook, Eric W <CTR>, SAF/AQLC

To: Cook, Eric W <CTR>, SAF/AQLC

Cc: Webb, Christopher Ryan <MIL>, AFOSI PJ DET 9; Burghard, Joseph D <CIV>, SAF/AQLC; McKenzie, Brian M <CIV>, SAF/AQLM; Casey, Daniel J <MIL>, SAF/AQLC; Rabayda, Allen C <CTR>, SAF/AQLC

Subject: Funding History for Fibonacci

SA Webb,

I meant FY22 we sent \$ [REDACTED]

For FY23, the current plan is to send \$ [REDACTED] (for equipment), but could end up being less.

3

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EXHIBIT 19

Page 7 of 10

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US0000798

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Also, we expected to send \$ [REDACTED] for sustainment.

V/R

Eric W. Cook

AF/AQLC (Advanced Cyberspace Systems Division)

Program Management/Budget Support

(U) 202-767-3975 (sharing Dan's phone at the moment)

(NSTS) 987-1238

Marking: [REDACTED]

Date: 8/17/22 12:10 PM

From: Cook, Eric W <CTR>, SAF/AQLC

To: Webb, Christopher Ryan <MIL>, AFOSI PJ DET 9

Cc: Burghard, Joseph D <CIV>, SAF/AQLC; McKenzie, Brian M <CIV>, SAF/AQLM; Casey, Daniel J <MIL>, SAF/AQLC; Rabayda, Allen C <CTR>, SAF/AQLC

Subject: Funding History for Fibonacci

SA Webb,

For FY23, it appears we sent [REDACTED] of it was for equipment.

Does this answer the question or do you need anything else?

V/R

Eric W. Cook

AF/AQLC (Advanced Cyberspace Systems Division)

Program Management/Budget Support

(U) 202-767-3975 (sharing Dan's phone at the moment)

(NSTS) 987-1238

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CONTROLLED UNCLASSIFIED INFORMATION

Marking: [REDACTED]

Date: 8/17/22 10:17 AM

From: Webb, Christopher Ryan <MIL>, AFOSI PJ DET 9

To: Burghard, Joseph D <CIV>, SAF/AQLC

Cc: McKenzie, Brian M <CIV>, SAF/AQLM; Cook, Eric W <CTR>, SAF/AQLC; Casey, Daniel J <MIL>, SAF/AQLC; Rabayda, Allen C <CTR>, SAF/AQLC

Subject: Funding History for Fibonacci

Good morning Brian and Eric,

Were you guys able to get the the breakout for funding on the Fibonacci projects?

V/R,

SA Webb

Marking: [REDACTED]

Date: 8/12/22 3:19 PM

From: Burghard, Joseph D <CIV>, SAF/AQLC

To: McKenzie, Brian M <CIV>, SAF/AQLM; Cook, Eric W <CTR>, SAF/AQLC

Cc: Webb, Christopher Ryan <MIL>, AFOSI PJ DET 9; Casey, Daniel J <MIL>, SAF/AQLC;

Rabayda, Allen C <CTR>, SAF/AQLC

Subject: Funding History for Fibonacci

Brian, Eric,

Please meet Christopher Webb (cc'd). Chris needs to know the total amount of funding sent [REDACTED] for the Fibonacci projects. Can you please help get that breakout to him next week sometime?

5

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~~CONTROLLED UNCLASSIFIED INFORMATION~~

If you have any questions, please let me know.

Thank you,

V/R

Danny Burghard

Chief, Advanced Cyberspace Systems Division, SAF/AQLC

COMM: 202-767-4063

TS VOIP: 987-1153

No attachments

~~CONTROLLED UNCLASSIFIED INFORMATION~~

6

[REDACTED]

CONTROLLED UNCLASSIFIED INFORMATION

[REDACTED]

Subject: FWD: BEALL-DanBrown Possible De-Brief for Dan Brown @ HNCO

To: ALLEN.BEALL,BRIAN.Bohenek,JOSEPH.BURGHARD,MICHAEL.CRUNK

From: JOSEPH.BURGHARD

Sent Date of Message: 2020-AUG-21 17:22

Allen,

I think we should definitely discuss. I see we are getting together on Thursday next week with ACC at 1000 (EST). Any chance you're available immediately after that? I think it would be good to discuss this as well as the issue with Dr. Paul Roysdon and have that as a separate conversation than the one Mike wanted to have which was to go into more details in the portfolio.

As far as specific violations for Dan Brown, honestly he's just been sloppy with security as I think you saw with the [REDACTED] stuff. He really just seems ignorant to what's required for execution of SAP programs which is weird since he's been doing this for a long time. You should talk to McVeigh about the conflict of interest situation for Dr. Roysdon. Dan really doesn't see a potential conflict there and to me it's extremely obvious which is why it's starting to raise flags for me. Anyways, I really can't point to a specific violation, just poor judgement on a number of things recently.

V/R

Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

Marking: U/[REDACTED]

Date: 8/20/20 10:11 AM

From: Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B

To: Burghard, Joseph D <CIV>, SAF/AQLC

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Bohenek, Brian J <MIL>, SAF/AQLC

Subject: Possible De-Brief for Dan Brown @ HNCO

Thanks for the heads up. Does it make sense to get us together to discuss? I know Mr. Crunk wanted to get on your schedule to discuss the details of your portfolio more in depth after listening in on portions of the PMR. We could chat about this then as well. I will reach out to Capt McVeigh to get his opinion first hand too.

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CONTROLLED UNCLASSIFIED INFORMATION

Any specific potential violations that you can think of that might reach the level of needing further investigation or reporting on our part? I think that if you can make a case that he is debriefed from all other programs, he should by default be debriefed from [REDACTED] as well. If he's not debriefed from [REDACTED], there should be some really strong compelling need to retain it.

FYI, he requesting a meeting with me to go over more [REDACTED] security concerns/actions this coming Monday.

Allen

Marking: U// [REDACTED]

Date: 8/19/20 3:56 PM

From: Burghard, Joseph D <CIV>, SAF/AQLC

To: Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Bohenek, Brian J <MIL>, SAF/AQLC

Subject: Possible De-Brief for Dan Brown @ HNCO

Allen,

Just a heads up, I have concern on how Dan Brown is handling SAP protections down at HNCO. I'm not the only one either, Capt Will Mcveigh called today and mentioned that he is going to recommend to his leadership that Dan be debriefed from everything except [REDACTED] for similar concerns. If that is going to be the recommendation, I think we need to have a conversation about whether or not it makes sense for him to even keep [REDACTED]. Anyways, might be something for you to look into or put on your radar.

V/R

Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

CONTROLLED UNCLASSIFIED INFORMATION

From: Jason R. Wareham
Sent time: 02/13/2023 12:57:36 PM
To: Skinner, Reginald M. \ (CTV) <Reginald.M.Skinner@usdoj.gov>
Cc: Green, Robert \ (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: Classified Information in Civil Cases
Attachments: Ltr to Classification Authorities RE Access to Classified Information ICO Roe v. US.pdf

Greetings, Reggie,

Please see the attached request letter for forwarding and action.

Additionally, we will have our extension motion on file today and get you a copy thereafter.

Best,

Jason

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com
[Click Here to Book Meeting with Jason Wareham](#)



t: (303) 991-5255
m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com



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From: Jason R. Wareham
Sent: Monday, November 28, 2022 4:34 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: Natalie Lamy <nlamy@thelawcenterpc.com>; John Hodges (john@hhtx.law) <john@hhtx.law>
Subject: Classified Information in Civil Cases

Reggie,

Following up on our CIPA discussion. I agree that CIPA itself applies to Criminal cases. However, I find nothing in CIPA that prohibits the "CIPA-like" procedures in a civil matter. To the contrary, I have found a DOJ regulation that basically applies the CIPA-like procedures to civil cases. Also, I have found a number of cases approving of this approach in civil cases. An excerpt from a good examination of the topic from Judge Lamberth in the USDC for DC is below.

[28 CFR § 17.17 - Judicial proceedings.](#) | [Electronic Code of Federal Regulations \(e-CFR\)](#) | [US Law](#) | [LII / Legal Information Institute \(cornell.edu\)](#)

EXHIBIT 21

Page 1 of 2

Case 5:22-cv-00869-JKP Document 132 Filed 08/05/25 Page 1545 of 1654
“The Court understands that the implementation of CIPA-like procedures in civil cases is unusual. However, the Court of Appeals foresaw the problems that could arise in this case, and therefore conspicuously stated in [**23] 2007 that “nothing in this opinion forecloses a determination by the district court that some of the protective measures in CIPA, 18 U.S.C. app. III, which applies in criminal cases, would be appropriate, as Horn urges, so that this case could proceed.” **11** *In re Sealed Case*, 494 F.3d at 154. **12** Indeed, the Court believes that the CIPA-like procedures and the associated rulings are the best way to prevent unauthorized disclosures of **classified** information and allow Horn to pursue his claim using non-**classified** materials.”

[Horn v. Huddle, 636 F. Supp. 2d 10, 19 \(D.D.C. 2009\)](#)

See Also,

“CIPA only applies to criminal cases, but courts and the government follow similar procedures in **civil cases**. Robert Timothy Reagan, Keeping Government Secrets: A Pocket Guide on the State-Secrets Privilege, the Classified Information Procedures Act, and Classified Information Security Officers 9 (2d ed. 2013); see 28 C.F.R. § 17.17(c).”

[Halliwell v. A-T Sols., No. 13-CV-2014-H \(KSC\), 2014 U.S. Dist. LEXIS 126919, at *15 \(S.D. Cal. Sep. 10, 2014\)](#)

“The government correctly points out that, by statute, CIPA applies only in criminal cases. *See, e.g.*, 18 U.S.C. app. 3, §§ 3, 5; *Sedaghaty*, 728 F.3d at 903. Nevertheless, we have looked to CIPA for guidance on handling **classified** materials in **civil cases**. *See Latif II*, 686 F.3d at 1130; *Al Haramain II*, 686 F.3d at 983. Where CIPA-like procedures are appropriate, courts should not hesitate to employ them.**15**”

[Faisal Nabin Kashem v. Barr, 941 F.3d 358, 390 \(9th Cir. 2019\)](#)

I suggest we set a meeting after you satisfy your own research where we enter into a proposed approach to classified information in this case. Moreover, I found some discussion involving counsel with clearances themselves being able to review classified material. In fact, subsection (d) of the cited regulation seems to envision this as well. I believe that I still carry a TS/SCI eligibility and I believe John Hodges either still carries one or has in the past. If you agree with my analysis, then as an initial matter, if classified discovery is involved, we would request that we be appropriately read-in for the limited purposes of this case to review that discovery. Also, I think it prudent that we enter into a stipulated process (if we can) on the employment, use, and production of classified information, if necessary. We could then file that proposed stipulation with the Court for approval.

Best,

Jason

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com

Jason Wareham

Managing Attorney



t: (303) 991-5255
m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent time: 04/04/2023 11:23:11 AM
To: Jason R. Wareham
Cc: John Hodges <john@hhtx.law>; Green, Robert \ (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Jason,

My co-counsel and I have been authorized to notify plaintiff of the agencies' decision, as counsel of record for the United States in this suit.

Thanks,
 Reggie

Reginald M. Skinner
 Senior Trial Attorney
 U.S. Department of Justice, Civil Division, Torts Branch
 Constitutional & Specialized Tort Litigation
 Tel: 202-616-3111
 Fax: 202-616-4314
 E-mail: reginald.m.skinner@usdoj.gov
For mail delivery:
 P.O. Box 7146, Ben Franklin Station, Washington DC 20044
For courier or overnight mail:
 175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Tuesday, April 04, 2023 12:54 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>; Natalie Lamy <nlamy@thelawcenterpc.com>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Reggie,

Thanks on all.

Possible to get the denial letter?

Best,

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action:** nlamy@thelawcenterpc.com
[Book Teams Meeting with Jason Wareham](#)



t: (303) 991-5255
m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com

From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Tuesday, April 4, 2023 10:47 AM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>; Natalie Lamy <nlamy@thelawcenterpc.com>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

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Jason,

1. Thanks for sending the revised 26(f) with plaintiff's comments. There is a lot of redlining in the document. It might help if we could all look at a clean copy to make sure things are properly formatted and easy for the Court to follow. I'm happy to circulate a clean copy later this afternoon.
2. The defendants do not object to your request for an additional 30-day extension to file plaintiff's opposition brief. Plaintiff's opposition is currently due by April 18, so the extension would extend the deadline for plaintiff's filing to May 18.
3. The relevant federal agencies have reviewed your letter dated February 13, 2023, requesting "that counsel and Plaintiff be authorized access to and the ability to discuss and submit classified facts in this proceeding." The request for such access has been denied.

Thank you,
Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
Tel: 202-616-3111
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For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Monday, April 03, 2023 5:35 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>; Natalie Lamy <nlamy@thelawcenterpc.com>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Hey Reggie,

Made some tweaks to the 26f. Red (or Green as the case may be) line Attached.

Do you have a proposed timeline on the Classification Authority request?

Given the timetable around that request, Plaintiff requests an additional 30 day extension from the current MTD deadline to

Best,

Jason

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com
[Book Teams Meeting with Jason Wareham](#)**



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m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com

From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Tuesday, March 28, 2023 11:59 PM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>; Natalie Lamy <nlamy@thelawcenterpc.com>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

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Jason and John,

Please see the attached redline with defendants' edits to the 26(f) report.

Thanks,
Reggie

Reginald M. Skinner
Senior Trial Attorney
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Constitutional & Specialized Tort Litigation
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For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Monday, March 20, 2023 2:52 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>; Natalie Lamy <nlamy@thelawcenterpc.com>
Subject: Re: [EXTERNAL]RE: Extension and Rule 26F



Natalie will you please provide the copy he requests below?

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com**

Jason Wareham
Managing Attorney



t: 3039915202
m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
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TO AVOID THE POTENTIAL OF IMPROPERLY COMMUNICATING WITH OPPOSING PARTIES, OUR



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Monday, March 20, 2023 12:49:55 PM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

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Thanks Jason. We have been in touch with the relevant agencies and hope to provide a formal response to your request for access to classified information in the coming days.

I clicked the link in your email below, and the working draft of the 26(f) report you've originated appears to already include track changes. I think it would be useful if you could please send over a clean copy that does not already include redlining—so that we can better keep track of who's proposing what edits. Also, please let me know if you don't mind sending the document as a stand-alone MS Word attachment, as

Thanks,
Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
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For courier or overnight mail:
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From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Monday, March 20, 2023 2:33 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Greetings, Reggie:

I waited a bit as I was hoping to have some resolution on our request to the Classification Authorities, but with the time it is taking, I thought it best we get this on file. Please see a draft 26(f) report here: [2023 02-11 DRAFT 26.F Report.docx](#) Feel free to make proposed edits. I would ask that we keep the redline going for easy tracking.

Best,

Jason

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com



t:
m:
e:
a:



(303) 991-5255
(720) 819-6483 (After Hours)
jrwareham@thelawcenterpc.com
The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Wednesday, February 15, 2023 12:04 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Ok, understood. I am not allowed know what is in my client's head as "discovery."

Procedurally, have you submitted the letter sent this week to the Classification Authorities or are you refusing to forward given your position?

If refusing to forward, please consider this a conference on a motion to compel access to classified information in my client's own knowledge base as well as the relief contained in the letter.

Best,

Jason

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com
[Click Here to Book Meeting with Jason Wareham](#)



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Wednesday, February 15, 2023 11:54 AM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

I'm not sure how to state it any differently than below.

We do not agree that Dr. Roe is entitled to discovery for purposes of gathering facts to amend the complaint. Nor do we agree that there needs to be a "solution" for amending the complaint with classified information that Dr. Roe claims to possess.

So yes, the fact that Dr. Roe claims to currently possess classified information does not change the fundamental point that the pending dismissal motion raises several jurisdictional and substantive legal

And again, unless and until the Court rejects those threshold defenses, it is premature to try to resolve the side issues you've raised about discovery or a "solution" for accessing/presenting classified information.

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
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For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Wednesday, February 15, 2023 1:43 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Ok, are you stating that discovery = speaking to my client about information he already knows?

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com

[Click Here to Book Meeting with Jason Wareham](#)



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Wednesday, February 15, 2023 11:29 AM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

We do not agree that Dr. Roe is entitled to discovery for purposes of gathering facts to amend the complaint. Nor do we agree that there needs to be a “solution” for amending the complaint with classified information that Dr. Roe claims to possess.

As detailed in the Defendants’ Response, the pending motion to dismiss raises several jurisdictional and substantive legal barriers that have nothing to do with the factual specificity of the complaint. For example, whether Dr. Roe has any Bivens remedy at all for the alleged retaliation or deprivation of his due process rights is a threshold question that does not turn on the content of any classified information. As for Dr. Roe’s request for equitable relief (including reinstatement), the Court lacks jurisdiction to review Executive Branch security determinations or otherwise restore Dr. Roe’s access to classified programs. Likewise, the jurisdictional bar that Section 2680 presents to Dr. Roe’s FTCA claims raises an abstract legal question that has nothing to do with any classified facts Dr. Roe might possess. Ultimately, the motion to dismiss raises several pure questions of law—indeed, fundamental questions of subject matter jurisdiction and immunity. Unless and until the Court rejects those threshold defenses, it is premature to try to resolve the side issues you’ve raised about discovery or a “solution” for accessing/presenting classified information.

You should also be aware that in the event adjudication of your Dr. Roe’s claims genuinely would require consideration of classified information, the government would have to consider invoking the state secrets privilege. But for the reasons I just mentioned, that too would be premature at this point.

Thanks,
Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
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For mail delivery:
P.O. Box 7146, Ben Franklin Station, Washington DC 20044
For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Wednesday, February 15, 2023 9:37 AM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>
Subject: Re: [EXTERNAL]RE: Extension and Rule 26F

Reggie,

Tried to call. I’m not sure if we are talking past each other but I want to clarify. Assuming arguendo no discovery continues, this does not resolve the need for a classified information solution. Let me break it down.

1. I believe we all would agree that a remedy in a Rule 12b motion is amending a complaint.
2. You have made a number of arguments that we have failed to state a claim based on specificity or failure to allege sufficient facts on which relief could be granted.
3. We have notified the government that additional facts are available but classified; therefore unavailable to even discuss with our client outside a SCIF let alone write on an unclassified computer and submit (even under seal) to the court.
4. A solution to this is absolutely necessary or we are blocked from a rule 12 remedy.
5. This has zero to do with discovery even if you’re correct that immunity arguments block discovery (not conceding).

The overarching issue that seems to be missed here is that classified information, even if contained within someone’s head, cannot be verbalized or written down unless the others who hear it are approved and read in as well and are sitting in a SCIF. The ability to submit under seal to the court is secondary. Before that can even happen, Roe must be authorized to tell me and I must be authorized to hear it or it violates the national security acts.

Does the government still maintain the position that we don’t need a solution for how we amend the complaint with classified information? Just amend. Not talking discovery.

Please let me know your position on just that narrow issue before I reply to your response.

Best,

Jason

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt**

action: nlamy@thelawcenterpc.com

Jason Wareham

Managing Attorney

t: 3039915202
m: (720) 819-6483 (After Hours)
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a: The Law Center, P.C., 300 Plaza Dr, Suite 200
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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>

Sent: Wednesday, February 15, 2023 7:05:36 AM

To: Jason R. Wareham <jrwareham@thelawcenterpc.com>

Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>

Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Good morning,

The Defendants' response is attached. We will forward the file-stamped copy when it becomes available.

Thank you.

Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
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For mail delivery:

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For courier or overnight mail:

175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>

Sent: Tuesday, February 14, 2023 1:29 PM

To: Skinner, Reginald M. (CIV) Reginald.M.Skinner@usdoj.gov

Cc: John Hodges john@hhtx.law; Green, Robert (USATXW) RGreen@usa.doj.gov

Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Reggie,

This was just filed. I will have a stamped copy for you in due course.

Best,

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com

[Click Here to Book Meeting with Jason Wareham](#)



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>

Sent: Monday, February 6, 2023 2:22 PM

To: Jason R. Wareham <jrwareham@thelawcenterpc.com>

Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>

Subject: [EXTERNAL]RE: Extension and Rule 26F

EXTERNAL EMAIL. Use caution accessing links or attachments.

Hi Jason,

I was just about to email you. As previously mentioned, I do not object to an extension on your opposition to

- My co-counsel, AUSA Robert Green, and I are available to meet and confer tomorrow. How's 2:00 p.m. EST? I can circulate a conference line, if this time works.

- We should also close the loop on the motion to unseal. The defendants will be prepared to move to unseal the case before the end of this week.

- Thanks,
Reggie

Reginald M. Skinner
Senior Trial Attorney
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For mail delivery:
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For courier or overnight mail:
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From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Monday, February 06, 2023 4:04 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>
Subject: [EXTERNAL] Extension and Rule 26F

- Reggie,

- While we already discussed a first extension, I'd like to discuss a bit more detail with you as well as execute the 26f conference.

- Would you have time tomorrow for this call?

- Best,

- **Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com
[Click Here to Book Meeting with Jason Wareham](#)



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EXHIBIT 22

Case 5:22-mj-00869-JKP Document 122 Filed 08/05/25 Page 1557 of 1654
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**IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

DR. JOHN ROE,)
Plaintiff,)
vs.) **Civil Action No. 1:25-CV-00000**
UNITED STATES OF AMERICA,)
Defendant.

DECLARATION OF DR. JOHN ROE IN SUPPORT OF PLAINTIFF’S
OPPOSITION TO DEFENDANT’S MOTION FOR SUMMARY JUDGMENT

1. I, Dr. Paul Franklin Roysdon (also known in this litigation as “Dr. John Roe”), declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following statements are true and correct to the best of my knowledge, information, and belief.

I. INTRODUCTORY MATTERS

2. **Identity and Background:** My full legal name is Paul Franklin Roysdon, and I am the Plaintiff in this action. From 2015 until 2020, I served as a senior cyber-capabilities engineer and data scientist at the National Security Agency (NSA), holding a Top Secret/SCI clearance with Special Access Program (SAP) read-ons. In addition to my NSA duties, from February 2019 through August 2020 I worked as a subject-matter expert consultant for Global InfoTek, Inc. (GITI) on a U.S. Air Force SAP known as Project “Fibonacci,” under task order HNCO-2019-113. This consulting was after-hours (not during my NSA work time) and was cleared through NSA’s ethics office in advance. I did not use my NSA position to influence the Air Force project, and I kept the two roles separate.

3. **Purpose of Affidavit:** I make this affidavit based on my personal knowledge and on my review of authenticated records. It is provided in support of my Opposition to Defendants' Motion for Summary Judgment, addressing both substantive facts and procedural issues. References to exhibits herein correspond to exhibits filed with the Opposition brief.

II. RETALIATORY MOTIVE & PRETEXT

4. I have personal knowledge of events suggesting that the actions taken against me were motivated by retaliation and pretext, rather than any legitimate security concern:

5. In January 2020, my colleague Dan Brown warned me that Captain William McVeigh (the Air Force officer managing Project Fibonacci) had a history of targeting people or projects that threatened his program funding. Brown conveyed that Capt. McVeigh had a "bad reputation" in this regard. I understood this as a caution that engaging or disagreeing with Capt. McVeigh could provoke adverse reactions. Indeed, Brown recounted that McVeigh became visibly upset when a project of his was not supported for funding, reinforcing the impression that McVeigh would retaliate to protect his programs.

6. On 13 August 2020, during a private technical interchange at HNCO, I discussed with Dan Brown some critical flaws we both recognized in one of Capt. McVeigh's projects (referred to at that time as "Project B"). I agreed with Brown's professional assessment that the approach McVeigh was taking had serious problems. I was not aware that Brown later shared my candid technical concerns with Danny Burghard, who shared them with Capt. McVeigh. Brown invoked my name as a Subject Matter Expert (SME) and my comments to Burghard, who had just increased funding for the Fibonacci program. According to an email chain we obtained in discovery, Capt. McVeigh reacted

immediately and negatively upon learning of my comments, confirming the retaliatory tendency Brown had warned me about.

7. On 14 August 2020, unbeknownst to me at the time, Capt. McVeigh escalated the situation after hearing my critique. Following a program review meeting on 13 August where the Fibonacci project's budget was increased, McVeigh learned of my private remarks. He expressed anger and initiated steps that very next day to remove me from the project. I later learned that McVeigh contacted his chain of command and others, portraying my dual role (as NSA employee and contractor) as a problem. His emails on 14 August 2020 reflect a hostile reaction and set in motion a chain of events to cut me out of the program (despite the fact that my NSA supervisors had approved my after-hours work).

8. On 18 August 2020, Lt. Col. Jared Ekholm (the HNCO division chief and McVeigh's superior) issued an abrupt stop-work order directing that I be removed from all tasks on the SAP. This effectively terminated my role in Project Fibonacci effective immediately. No performance issues were cited; I was simply told to stop work. This timing—coming just days after I concurred with Dan Brown's critique of Capt. McVeigh's project—strongly suggests the stop-work order was retaliatory. Indeed, Ekholm testified that Capt. McVeigh was his "single focal point" on these programs and had brought forward information about me that Ekholm instructed him to write up for "later adjudication." In short, McVeigh reported me for purported issues only after I agreed with criticisms of his project, which points to a retaliatory motive.

9. In summary, by mid-August 2020 I was removed from the Air Force project under sudden and suspicious circumstances. The pretext given was a purported security concern about my dual roles, but I contend that this was a false pretense. All my NSA supervisors had approved my outside work, and there was no actual conflict—only Capt.

McVeigh's anger that I had validated technical criticism of his work. The context and timing show a retaliatory animus which is relevant to my claims.

III. IRREGULAR OSI INVESTIGATION

10. Immediately following my removal, I was subjected to an atypical and irregular inquiry by Air Force Office of Special Investigations (OSI) that further evidences pretext and procedural violations:

11. From 24 to 26 August 2020, I was summoned by OSI Special Agent Allen Beall. Over the course of these days, SA Beall labeled me an "insider threat" suspect and aggressively interrogated me. He confronted me with a Program Access Request (PAR) justification memo (which had been used to grant me access to the SAP earlier) containing language suggesting a conflict of interest. I had never seen that justification before SA Beall showed it to me, and I told him it was incorrect—there had never been any improper information flow between the Air Force project and NSA. SA Beall's demeanor was hostile; he even threatened me with incarceration at one point, despite my cooperation. He demanded that I hand over copies of my 2019 email correspondence with the NSA Office of General Counsel (OGC)—emails which documented that I had ethics clearance for my consulting work. These emails were attorney-client privileged communications between me and the NSA's ethics attorney. I told SA Beall that he should request those directly from NSA OGC rather than from me, due to their privileged nature.

12. Despite SA Beall's accusatory approach, his own notes and actions demonstrate there was no real security incident. During discovery in this case, we obtained SA Beall's contemporaneous notes and the OSI report index. They acknowledge that no compromise of classified information occurred and characterize the matter as

“administrative.” In fact, the Air Force’s follow-up Inquiry of Security Incident report (by Major Tom Bremer on 22 September 2020) concluded that “no compromise of classified information occurred” and that my actions “should not be classified as [a violation].” The OSI inquiry was closed on 22 September 2020 (the day after I started at Leidos) with a “No compromise” finding, and no full field investigation was ever opened (OSI did not even assign an I2MS case number). SA Beall himself debriefed me from the SAP on 27 August 2020, stating this was “merely an administrative measure (since I was no longer on the project due to my NSA resignation),” even though I do not notify NSA of my resignation until 28 August 2020 (the next day) and I continued to work for NSA until 21 September 2020 (nearly a month later). He indicated my Air Force access was terminated but not “for cause”—essentially, my clearance eligibility remained intact. This aligns with Lt. Col. Ekholm’s testimony that after I resigned from NSA and was read out of the program, “no further actions would have been done” by HNCO because I no longer had a contract.

13. Notably, SA Beall nonetheless treated me as if I were under serious investigation during the August 2020 interview. He pressured me, with a threat of immediate incarceration, to provide privileged communications, which is highly irregular. And although the outcome was favorable (no compromise found), I was not given any formal memorandum clearing my name. I was debriefed from the program under a cloud of suspicion, and SA Beall even told me my NSA clearance “would be suspended”—something that did not actually occur, as NSA never suspended my clearance (I left NSA on my own accord for a private-sector job). The entire OSI inquiry process departed from normal protocols and suggests that the “insider threat” investigation was a pretext to justify my removal. In reality, as the Bremer report confirms, there was no security violation on my part.

14. Dan Brown stated in August 2020 that he could not talk to me until the investigation was finished and that the investigation would take at least one year. He later confirmed to Todd Jaspers in December 2020 that he could not talk to me while I was being investigated. It was not until 21 May 2021 that Dan Brown finally called me, stating that the investigation had concluded and that contract funds had been reallocated to McVeigh's program (which I will discuss later). He made no mention of findings other than my "name had been dragged through the mud," and that "McVeigh shared my personal information with folks throughout the office as evidence of wrongdoing," and that I "could never again work for HNCO" because my "reputation was destroyed" and my "security clearance was flagged." Again, this information is from my personal notes.

15. In summary, OSI's involvement was used as a pretextual tool. The Air Force never charged me with any wrongdoing, and by late September 2020 its own inquiry officially cleared me of compromising classified info. Yet, the stigma of being treated as an "insider threat" was allowed to linger, which paved the way for further adverse actions described below.

IV. AGENCY CONDUCT DEMONSTRATING DE-FACTO DEBARMENT

16. Following the OSI episode, Air Force personnel took a series of actions (and made statements) that effectively blacklisted me from future work—a de facto debarment from my field of offensive cyber contracting with the Air Force. I recount the key incidents demonstrating this ongoing exclusion:

17. On 1 September 2020, Dan Brown (HNCO's technical director and my former colleague) relayed to me that HNCO leadership had decided I would "never work in HNCO

again.” He told me, in substance, that he had been present for discussions with leadership and the message was clear that I was not to be allowed back on any HNCO project. This news was devastating and marked the start of my exclusion. During his deposition, Brown was asked if he made such statements; he did not recall the exact words. Nonetheless, I distinctly remember him conveying this to me on September 1st because I kept notes in the event that I needed to seek legal counsel.

18. On 18 August 2020, my consulting firm GITI terminated my subcontract at the Air Force’s direction. GITI’s leadership (Ted Oakley) informed me that they had been told by the Air Force that I was under an investigation and ineligible for future work. As a result, the task order with HNCO was abruptly ended. This termination cost me approximately \$950,000 in anticipated earnings (the remaining value of the contract), and \$5 million on the new programs that Dan Brown requested I work on in August 2020. Dan even suggested that I start a Cyber-AI company because this new field was so transformative for the Air Force and that these programs would continue for the next 5-10 years at roughly \$5M a year. In fact, this field has exploded in the last 5 years with contracts that exceed \$20M per year and continue to increase as AI adoption has increased in this market. Clearly, the termination and debarment from a transformative field and its contracts sent a clear signal to others in the industry that I was effectively persona non grata for Air Force cyber projects.

19. On 6 October 2020, Capt. McVeigh took steps to formally replace me on Project Fibonacci. He submitted a request to reallocate program funding in order to hire another contractor in my stead. Internal HNCO records (obtained in discovery) show that McVeigh justified a funding realignment on the basis that I was no longer performing the work, and another person was needed. HNCO did attempt to bring in a replacement for my

role; however, according to Dan Brown, the individual hired to replace me was “nowhere near the technical qualifications” that I had. Brown testified that this replacement (Mr. Pennington) ended up doing “busy work” because they could not utilize him the way they had used me. In other words, my unique expertise could not be readily replaced, yet HNCO preferred to leave the position effectively unfilled (or filled in name only) rather than allow me to return. This underscores that the effort to exclude me overrode the Air Force’s own program interests.

20. In February 2023, more than two years later, the blacklisting persisted. Dan Brown emailed his colleague Todd Jaspers—now working at Leidos—instructing that my name must not appear on any deliverable to HNCO. At that time I was employed at Leidos, and Jaspers was aware of my past issues with HNCO. Brown’s email (produced in discovery) explicitly barred even mentioning me in HNCO contract work, which effectively prevented Leidos from proposing me or crediting my contributions on any HNCO-related project. This is extraordinary and demonstrates an ongoing effort within the Air Force community to keep me out. When I learned of this, it confirmed that my de facto ban was not just a one-time event in 2020, but an enduring stigma.

21. **Ongoing Exclusion (2020–Present):** Since August 2020, I have been excluded from all SAP or offensive-cyber contract work with the Air Force. I have been proposed as key personnel on at least a dozen contract proposals for Leidos in the offensive cyber/AI field—and none have been awarded when my involvement was disclosed. While correlation is not causation, it is highly suspicious that every such opportunity evaporated. The only consistent factor was my name and the knowledge (within the Air Force circles) that I was “the person who had a problem at HNCO.” In practical terms, I have been prevented from working in the very niche field (AI for offensive cyber operations) that I

specialize in, and in fact created, due to an informal blackball. HNCO was, at the time of my ouster, the only division funding AI-based offensive cyber tools in the government at that time. Being banned from HNCO effectively meant a ban from my primary field of expertise across the entire Department of Defense.

22. In sum, through a combination of direct orders (the stop-work and funding reallocation), internal communications (e.g., “never work here again”), and behind-the-scenes directives (telling agencies and departments not to use me), the Defendants have “effectively foreclosed” me from practicing my chosen profession in the Air Force community. This pattern of exclusion began immediately after I was labeled an insider threat in 2020 and has continued for years. It is tantamount to a de facto debarment without due process.

V. COMMUNITY DISSEMINATION OF STIGMATIZING ALLEGATIONS

23. My professional reputation has been severely damaged by the spread of false and stigmatizing allegations emanating from the Air Force. I was made aware of several instances in which Defendants’ agents or representatives disseminated information that I was under investigation or had committed wrongdoing, which was untrue (and validated since the inquiry found no compromise):

24. **Disclosures to Contractor (GITI):** Mr. Ted Oakley of GITI told me that Air Force officials had informed him I was “under investigation” and not eligible for future work. This statement was given to my employer at the time (GITI) and directly led to my removal from the contract. Being labeled as “under investigation” in government contracting circles is highly damaging—it implies serious misconduct. The fact that this

was communicated outward, beyond those with a need to know, stigmatized me in the eyes of a third-party employer, and later followed me to Leidos.

25. **Disclosures via OSI:** Dan Brown informed me that an OSI agent (or someone acting on OSI's behalf) had mentioned in the HNCO office that I was under an investigation and ineligible to return. Brown's understanding, which he relayed to me, was that OSI had essentially blacklisted me pending some undefined investigation. This further spread the notion among my colleagues that I had done something wrong. Notably, OSI never charged me and formally closed the matter as "no compromise," but those facts were not made known—instead the cloud of "investigation" lingered.

26. **Rumors at NSA:** My NSA and CYBERCOM colleagues even heard damaging rumors. Todd Jaspers, who worked with me at NSA and later at Leidos, told me that NSA leadership had heard I "lost my clearance due to ethics issues." This is a completely false narrative—I never lost my clearance; I resigned from NSA on good terms and my security clearance was intact. The only "ethics" matter was the pre-approved consulting, which I had cleared with NSA OGC and which was found not to be a conflict. Yet, someone in the Air Force or OSI apparently communicated to NSA that I had an ethics or clearance problem. Having such an accusation reach my home agency (NSA) was extremely harmful: it tarnished my name among those who had been my professional community for years, further damaging my reputation and ability to return to NSA, and continued to my employment at ODNI.

27. Each of these instances demonstrates how the Defendants (through their agents) publicly disseminated a false, stigmatizing charge against me—namely, that I was under investigation for a security or ethics violation—at the very time they removed me from the project. These statements were made to parties outside the investigative chain

(such as contractors and other agencies) and had no legitimate purpose other than to justify my exclusion. They have had the effect of seriously damaging my standing and good name in the community. To this day, I encounter the fallout: for example, when interviewing for positions or joining proposals, I have to address why I left NSA and HNCO—and the shadow of these allegations inevitably looms. This stigmatization is a core aspect of my “stigma-plus” due process claim, as it has foreclosed opportunities and was coupled with the alteration of my legal status (the de facto exclusion from my field).

28. I recently resigned as Deputy Director of National Intelligence at ODNI to return to the private sector, and I have zero confidence that I will be able to obtain CyberAI contracts from the Air Force because I believe that my contractor debarment continues.

VI. DENIAL OF NAME-CLEARING OPPORTUNITY

29. I was never given any avenue to clear my name or rebut the accusations made against me, despite my repeated efforts:

30. On 2 September 2020, I called Dan Brown, requesting an audience or meeting with HNCO leadership so that I could address and refute the allegations that had been swirling (specifically, the conflict-of-interest narrative and any suggestion I mishandled information). I was very anxious to set the record straight and preserve my ability to work in the Intelligence Community and DoD. Brown responded that “no avenue is available” for me to present my side of the story. In other words, HNCO leadership refused to even meet with me or hear any explanation. I effectively begged for a chance to clear my name, and I was flatly denied. This conversation is documented in an email exchange produced in discovery, where Brown tells me there was nothing I could do to challenge the decision internally.

31. **No Formal Process Provided:** Beyond that email, no one in the Air Force or DoD ever offered me any form of a hearing, appeal, or other name-clearing procedure. I was not given a chance to speak on my own behalf before being removed, nor after the OSI inquiry concluded in my favor. The usual processes (for example, if someone's security clearance is revoked, they get a Statement of Reasons and a chance to respond) were never triggered in my case, because nominally my clearance wasn't adjudicated—I was just removed and blacklisted informally. This left me with no internal remedy.

32. In 2022, out of desperation, I filed a DoD Inspector General "Hotline" complaint laying out how I was retaliated against and excluded without due process. The DoD IG declined to take up the matter, dismissing my complaint on procedural or jurisdictional grounds (they did not investigate the merits). Essentially, I was told this was not the appropriate channel. Thus, even the IG route failed to provide any review of my allegations.

33. In short, I proactively sought any path to clear the stigma from my name—both informally through HNCO and formally through the DoD IG—and I was shut out at every turn. I was left with the stark reality that the defendants had decided to ruin my career and reputation, and I had no means within the system to correct the record. This lawsuit has become the only avenue for me to obtain a name-clearing hearing, effectively.

VII. PRIVACY ACT VIOLATIONS

34. In the course of removing me and discussing my case, the Defendants violated the Privacy Act, 5 U.S.C. § 552a, by mishandling my personal information in multiple ways:

35. **Improper Disclosure of OSI Report:** The Air Force Report of Investigation (ROI) prepared by OSI—which contains detailed personal information about me, including my name, birth date, social security number, employment history, and the allegations—was disseminated via email to individuals who had no “need to know.” In particular, Capt. McVeigh (who was the program manager, not a security officer) received a copy of the OSI ROI in or around late 2020, and even contractor personnel (who were not government employees) were copied on that email. This is apparent from the metadata of the OSI ROI production and admissions in discovery. Such dissemination of my protected personal and investigative file without my consent, and not pursuant to a routine use, is unlawful under the Privacy Act. The ROI should have been tightly held within OSI and security channels, yet it was shared broadly, effectively branding me as an “insider threat” to people far and wide.

36. **Misleading Records in Security Databases:** An Air Force security office generated a clearance action memorandum or entry for me in the Joint Personnel Adjudication System (JPAS) / Defense Information Security System (DISS)—the databases that track clearance status. That entry, placed in late 2020, flags an “incident” or issue with my clearance. However, it failed to include the crucial fact that the inquiry concluded with no compromise and that I was not at fault. In other words, my clearance record in JPAS was annotated in a negative way (which can be seen by any other agency that checks my clearance) with a misleading narrative of a conflict of interest. No correction or amendment was made to reflect that the issue was baseless. I consider this a violation of the Privacy Act’s accuracy requirement. Through counsel, I have requested the accounting of disclosures for my JPAS record (as allowed by 5 U.S.C. § 552a(c)), and no accounting was provided that shows who accessed or amended my record. The absence of a § 552a(c) disclosure accounting itself suggests that proper procedures were not followed

when my info was shared or modified. This continues to affect my TS//SCI clearance, full-scope polygraphs, and employment.

37. **Spoliation of Relevant Records:** After this lawsuit was filed, I learned that SA Beall's government email accounts (on both unclassified NIPR and classified SIPR networks) were deleted following his untimely death—despite a litigation hold being in place. Beall passed away during the pendency of this case, and instead of preserving his correspondence (which almost certainly contained discussions about me and the OSI inquiry), the Air Force allowed his accounts and all their contents to be purged. This occurred while my discovery requests were outstanding, thereby destroying evidence that I had specifically sought (such as the full August 2020 email titled “Roysdon write-up” that SA Beall sent to Capt. McVeigh and others). The deletion of SA Beall's accounts violated not only common preservation duties but arguably the Privacy Act as well, since it involved the disposal of records about me that should have been preserved for this dispute.

38. In summary, the Defendants did not handle my personal information in accordance with the law. They spread it improperly, failed to ensure its accuracy, and even deleted key records during litigation. These actions form the basis of my Privacy Act claims and further show a disregard for my rights in Defendants' rush to marginalize me.

VIII. RESULTING PROFESSIONAL AND PERSONAL HARM

39. The retaliatory and unlawful actions against me have caused severe damages, both economically and personally:

40. **Lost Income and Career Opportunities:** I estimate that I have lost roughly \$20 million (roughly \$5 million per year) in present and future earnings as a direct result

of these events. This figure includes the approximately \$950,000 in income I was slated to earn from the GITI subcontract that was terminated, and the \$5M in new projects for the coming year, as well as the loss of multiple promotions or higher-paying opportunities I would have accessed had I remained in my field. After being ousted from HNCO in 2020, I did secure other employment (for example, I joined Leidos, where I initially made about three times my NSA salary). However, my career trajectory was fundamentally altered: instead of continuing on a rising path in offensive cyber programs (with increasing leadership and innovation roles), I had to pivot to more generalized research and oversight roles. I was essentially forced out of the cutting-edge offensive cyber AI work that I had been passionate about, I created in the DoD and IC, and was uniquely skilled in. Not being able to participate in the handful of projects across DoD that involve that specialized field has stunted my professional growth, particularly in a field where AI adoption has increased ten-fold in just a few years and nearly every new cybersecurity contract requires AI.

41. **Reputation and Networking Harm:** My professional reputation has been severely tarnished. In a field like cybersecurity—especially within the cleared defense contractor community—one’s name is everything. The stigma of being seen as a “security risk” or “ethically tainted” has caused colleagues and potential employers to keep me at arm’s length. I have missed out on at least a dozen teaming opportunities where I was slated to be key personnel, only to be quietly dropped once the client (or prime contractor) learned that “Dr. Roysdon had an issue with the Air Force.” I have also been disinvited from certain industry consortiums and conferences that I used to attend as an expert, presumably because the government personnel involved are uncomfortable with my participation now. This black mark on my name is directly attributable to Defendants’ actions and statements.

42. **Emotional Distress:** The ordeal has taken a serious toll on my mental and emotional well-being. I have experienced significant anxiety, stress, and depression symptoms. The sudden end of my NSA career (which I loved), the financial instability that followed, and the ongoing exclusion from my professional community have all been extremely difficult to cope with. I have suffered from insomnia and a loss of self-confidence. In late 2020 and again in 2021, I sought counseling support through a church-affiliated ministry, because I was struggling with feelings of betrayal and hopelessness. It is not an exaggeration to say that this experience shattered my trust in the institutions I once served. While I have been working to rebuild my career and confidence, the emotional scars are still there, and I continue to have anxiety about whether I will ever fully restore my professional standing—especially in a field I helped create and that is now the dominant field in cybersecurity contracts for the entire U.S. Government.

43. **Professional Redirection and Loss of Purpose:** Perhaps most painful, I have effectively had to abandon the specialized vocation that I spent years developing. Offensive Cyber Operations with AI was a niche I helped pioneer. HNCO was (in 2020) the only place funding that kind of work in the government. After being blacklisted, I had no choice but to pivot to other areas. I now work in roles that, while still technical, do not have the same level of impact or alignment with my passions. I have become more of an advisor and overseer, rather than the hands-on innovator I was at NSA and HNCO. In sum, my career has been derailed—not due to lack of ability or effort, but due to Defendants’ unlawful actions.

44. In legal terms, I have suffered both “tangible” harms (financial losses) and intangible harms (reputational damage and emotional pain). These damages are directly linked to the retaliatory and stigmatizing conduct described above. I assert that I would not

have experienced any of this harm but for the Defendants branding me as a security/ethics risk and barring me from the community without due process.

IX. OUTSTANDING DISCOVERY NECESSARY UNDER RULE 56(D)

45. I want to emphasize that, as of the date of this affidavit, there remain key pieces of outstanding discovery that I have not been able to obtain, despite diligent efforts. These items are crucial for fully opposing the Defendants' summary judgment motion, and I understand my legal team is moving under Fed. R. Civ. P. 56(d) to defer or deny summary judgment until this evidence is produced. In particular, the following specific materials are still needed:

46. **Unredacted OSI Investigation File:** We have only a heavily redacted version of the OSI Report of Investigation and the associated OSI Form 40 (Agent's notes). We need the unredacted ROI and Form 40 to see the complete findings and narrative. The government has invoked privilege or security for some redactions, but I believe these documents contain exculpatory details (for example, SA Beall's acknowledgment that this was an administrative issue, not a true security incident). An unredacted version is necessary to show precisely what OSI found (or did not find).

47. **Email titled "Roysdon write-up" (Classified Systems):** There is a critical email dated August 2020—often referred to as the "Roysdon write-up" email—that SA Beall sent to Capt. McVeigh, Lt. Col. Ekholm, and possibly others, summarizing "what we know" about me. This email was sent on a classified network (the Air Force's secure CORE email system) and we have not received the full content. It was referenced in testimony and by title in an index, but the full email (and any attachments) have never been produced. This document is likely to show the internal rationale (or lack thereof) for my removal and

could contain inaccuracies that I can refute. We have requested a classified disclosure or declassification review of this email, but to date it remains withheld.

48. **JPAS/DISS Access Logs:** We seek the access and amendment logs from JPAS/DISS that show every time my security clearance record was viewed or modified, and by whom, from 2020 to present. This would reveal, for instance, who entered the “incident” in my file and who accessed my records (e.g., to spread the information to NSA or others). The Privacy Act entitles me to this log, but the government has not provided it. Such records are important to prove the extent of publication of the stigmatizing allegations.

49. **Privileged Communications About My Removal:** We are aware that Air Force legal and security personnel discussed my situation internally (e.g., communications involving JAG attorneys, SAF/GC, or others, possibly asserting privilege). These internal communications likely show the real reasons for my removal (e.g., fear of funding issues, retaliation) as opposed to the stated reasons. We have requested an in camera review of any such communications, because if Air Force leadership decided to bar me for non-security reasons (e.g., personal retaliation or to appease Capt. McVeigh), that is highly relevant to my claims. So far, any such communications have not been produced or logged clearly.

50. **Security Database Entries (Higher Headquarters):** There are indications that the Air Force Materiel Command (AFMC) or Headquarters Air Force (HAF/A1) have entries or reference notes about my status (for example, notations in incident databases or debarment lists). We have not received records from those sources. If there exists any formal “do not hire” or “deny access” listing with my name (even if informal), that would

directly prove my de facto debarment. We have asked for any records of this nature, but discovery is ongoing.

51. Each of the above items is essential for painting a full picture of what happened and for rebutting the government's assertions in its summary judgment motion. The absence of this evidence—much of which is under Defendants' sole control—prejudices my ability to fully respond. I respectfully assert that the Court should compel production of these materials or, at minimum, postpone ruling on summary judgment until we have them. I have personal knowledge that these kinds of records should exist, and it is concerning that they remain unavailable. For instance, I know the "Roysdon write-up" email exists because SA Beall referenced it in the OSI index, and I know JPAS logs exist for any clearance entries.

52. In sum, further discovery is needed and justified. I am prepared to detail why each item matters for my case, if required. The bottom line is that key pieces of evidence are missing—likely residing on classified systems or withheld—and fairness dictates that I get access to them before my case is adjudicated.

X. MY EXPERTISE WITH CLASSIFIED SYSTEMS AND DISCOVERY SHORTFALLS

53. Given my 17-year career in the Intelligence Community, and as the former Deputy Director of National Intelligence (a Senior Government Official at ODNI), I want to provide context on how classified information is handled in government systems—context that strongly indicates relevant documents about my case exist on classified networks that were not searched or produced by Defendants. This is based on my direct experience authoring and handling highly classified materials:

54. **Classification Guides and “Over-Classification”:** In general, classified programs operate under Security Classification Guides (SCGs) that define what information is classified and at what level. Only an Original Classification Authority (OCA) can classify new information that isn’t already covered by an SCG. In the case of Project Fibonacci, a classification guide was drafted in August 2019, and I assisted Dan Brown in identifying what technical aspects might be sensitive. However, that classification guide was never officially approved at the time. I only discovered during this litigation that the guide we worked on was not signed off—meaning that during 2019–2020, Project Fibonacci’s information was being handled without a formally adopted guide. In such situations, personnel often err on the side of caution and over-classify by default, because they lack clear guidance. I witnessed this first-hand: Dan Brown literally asked me “what do you consider sensitive” because he did not know what was classified and what wasn’t. This confirms that much of the information may have been improperly labeled as classified when, objectively, it might not meet classification criteria. No portion of the project’s content was ever submitted for a classification review or “challenge” to possibly downgrade or declassify it. In other words, everything was treated as classified by assumption, not due to a rigorous determination. This context is important because it suggests that many communications or documents could be unclassified or releasable if properly reviewed—yet they have been kept on classified systems and not produced, with the blanket claim that they are classified. I have actual knowledge that the Fibonacci classification guide was never finalized in 2020, so any claim now that “all things Fibonacci are classified” is suspect and likely an over-classification that should be revisited.

55. **Multiple Computer Systems (Unclassified vs Classified):** At NSA and in SAP environments like HNCO, it is standard to have separate computer networks for

different classification levels—e.g., NIPRNet for Unclassified, SIPRNet for Secret, JWICS for Top Secret, and other isolated systems for SAPs. In practice, however, people often conduct even routine, unclassified correspondence on the classified systems. This is done because it's more convenient (you don't have to switch workstations constantly), and also because there is a culture of caution—"when in doubt, use the higher classification system." I know for a fact that at HNCO, email communications about project matters, even if not explicitly classified, were done on the SAP network email (which I believe is the "SIC" or CORE system for that program). The 30(b)(6) corporate representative for the Air Force confirmed that coordination emails and documents for Fibonacci were handled on a secure SAP system and that all of those records reside on that system. Thus, when the Air Force responded to our discovery requests, if they only searched normal (unclassified) email accounts or systems, they would miss everything. I can confidently say that substantial government correspondence about me exists exclusively on SIPR, JWICS, or SAP networks and was not captured in the initial document productions.

56. **Discovery Shortfalls:** Based on the above, I have identified glaring gaps in what Defendants have produced. Notably, the government's production omits at least the following categories, which I would expect to find on classified systems (and which should be discoverable with proper classification review and safeguards):

57. **Classified Email Threads:** Any email traffic on SIPR, JWICS, or SAP-Net regarding me (Capt. McVeigh's communications with OSI, HNCO security, AFOSI headquarters, etc.). For example, when Capt. McVeigh first discovered I was working as a contractor, he notified others via classified email. We have only seen snippets of unclassified emails, but I am certain classified discussions occurred. Capt. McVeigh and

OSI would have used secure email for anything program-specific. None of those emails were produced.

58. **Classified Attachments or Annexes:** The OSI ROI's index references attachments/annexes that were classified (for instance, a classified addendum with detailed analysis of the program or the "nine paragraphs" of NSA email that were initially removed). These annexes were not produced to us. They likely contain the nuance and exculpatory context (e.g., the NSA attorney's full email explaining there was no conflict). Their omission is significant.

59. **HNCO Internal Briefing Slides:** HNCO leadership likely prepared briefing charts or memos about my removal for higher command. It would be customary, after an incident like this, to brief the Air Force Life Cycle Management Center (AFLCMC) chain or SAF/AQL on "what happened with Dr. Roe/Roysdon." Any such briefing slides (likely classified) have not been produced. These could show, for example, that the real concern was funding or politics, not security—or could show they internally acknowledged I did nothing wrong. We haven't seen any of that.

60. **Security Database Entries:** As mentioned, records from classified security databases (e.g., incident reporting systems accessible only on SIPRNet) referencing me were not produced. If an incident report was entered into, say, DoD's JPAS incident module or an AF security tracker, those are on secure systems and we got nothing from them except the final Bremer memo summary. There must be more detail recorded somewhere.

61. These omissions strongly suggest that relevant materials remain on classified networks and have not been searched or turned over, contrary to the Court's discovery

orders. It is not acceptable for the government to shield key evidence behind classification. There are established procedures (like protective orders and classified in-camera reviews) to handle sensitive info in litigation. I have lived and worked with classification rules for nearly two decades—I fully respect them, but I also know when classification is being misused to hide wrongdoing or avoid embarrassment. I firmly believe this may be the case here, given that an unapproved classification guide was used to label everything Top Secret, and now those “secrets” conveniently include emails and documents that would shed light on misconduct. I urge that these classified-system records be retrieved and reviewed by the Court if necessary. Without them, we do not have the whole truth.

62. **In conclusion on this point:** I have specialized knowledge of the government’s information systems, and it is my professional assessment that the Defendants’ document production is incomplete and deficient due to their failure to collect records from all relevant systems (especially the classified ones). This has materially prejudiced my ability to present all the facts.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 8 August 2025, at Boerne, TX.



Paul F. Roysdon, Ph.D.

5/30/25, 10:12 AM

BEALL-DanBrown Dr. Paul Roysdon.... Need to talk sooner than Thurs

UNCLASSIFIED//FOR OFFICIAL USE ONLY

ID: 8316036

Marking: U//FOUO

From: Automated, System <UNK>

To: McDonald, Alexandra Kane <CIV>, AFOSI PJ HQ

Date: 5/7/25, 1:42 PM

Subject: FWD: BEALL-DanBrown Dr. Paul Roysdon.... Need to talk sooner than Thurs

To: ALLEN.BEALL,BRIAN.BOHENEK,JOSEPH.BURGHARD,MICHAEL.CRUNK

From: JOSEPH.BURGHARD

Sent Date of Message: 2020-AUG-24 14:45

Copy, sounds good. Standing by.

V/R

Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

Marking: U//FOUO

Date: 8/24/20 9:31 AM

From: Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B

To: Burghard, Joseph D <CIV>, SAF/AQLC

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Bohenek, Brian J <MIL>, SAF/AQLC

Subject: Dr. Paul Roysdon.... Need to talk sooner than Thurs

OK, I'm playing catch-up here, but I will talk to Will today about Dan Brown and Mr. Roysdon. We're (Jason Oliveira and I) leaving for the SPO in like 15 min. I will try to call you when we get back.

Allen

Marking: U//FOUO

Date: 8/21/20 2:42 PM

From: Burghard, Joseph D <CIV>, SAF/AQLC

UNCLASSIFIED//FOR OFFICIAL USE ONLY

5/30/25, 10:12 AM

BEALL-DanBrown Dr. Paul Roysdon.... Need to talk sooner than Thurs

UNCLASSIFIED//FOR OFFICIAL USE ONLY

To: Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B; Crunk, Michael D <CIV>, AFOSI PJ DET 8

Cc: Bohenek, Brian J <MIL>, SAF/AQLC

Subject: Dr. Paul Roysdon.... Need to talk sooner than Thurs

Hey Allen,

Just found out Dr. Roysdon put in his two weeks with NSA. We really need to talk about his conflict of interest situation soonest while he is still a government civilian. You are talking with Mcveigh on Monday so please let us know if there is a good time we can talk on Monday after you meet with Mcveigh.

Thank you,

V/R

Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

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5/30/25, 10:14 AM

BEALL-ConflictOfInterest MFR for Dr. Roysdon Please

UNCLASSIFIED//FOR OFFICIAL USE ONLY

ID: 8316004

Marking: U//FOUO

From: Automated, System <UNK>

To: McDonald, Alexandra Kane <CIV>, AFOSI PJ HQ

Date: 5/7/25, 1:41 PM

Subject: FWD: BEALL-ConflictOfInterest MFR for Dr. Roysdon Please

To:
ALLEN.BEALL,ALLEN.RABAYDA,ANGELA.IVEY,BRIAN.BOHENEK,CHRISTINE.UPTAIN,JOSEPH.BURGHARD,MICHAEL.CRUNK,WILLIAM.BRIDGES,WILLIAM.MCVEIGH
From: WILLIAM.MCVEIGH
Sent Date of Message: 2020-AUG-24 13:21

Sir,

Attached is the latest MFR. We found out some additional information.

Dr. Roysdon will be leaving NSA within the next two weeks and looking at the email from his legal team, we believe that there is likely at a minimum conflict of interest.

Let me know if you have any questions or need us to research anything else.

-Will

William McVeigh, Capt, USAF
AFLCMC/HNCO
COMM: (210) 925-1974
DSN: (312) 945-1974
VoIP: 981-5265
NIPR: william.mcveigh.1@us.af.mil
JWICS: william.m.mcveigh@af.ic.gov

Marking: U//FOUO

Date: 8/19/20 12:21 PM

From: Burghard, Joseph D <CIV>, SAF/AQLC

To: McVeigh, William M <MIL>, AFLCMC/HNCO

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B; Bohenek, Brian J <MIL>, SAF/AQLC; Bridges, William P <CTR>, SAF/AQLC; Rabayda, Allen C <CTR>, SAF/AQLC; Ivey, Angela M <CIV>, AFOSI PJ HQ; Uptain, Christine Lanin <CTR>, SAF/AQLC

Subject: MFR for Dr. Roysdon Please

Will,

Thank you for notifying us about Dr. Roysdon's possible conflict of interest situation. Since this was a first heard for all of us and since we'll likely need to find out more information, could you please draft up a quick MFR to document what we know now about his contractor v.s. NSA government civilian status and how that relates to work he supports in the portfolio? Please also cc all those on distro when you get a chance to send it out.

Thank you again for bringing this to our attention,

V/R
Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

Attachments

Attachment Dr. Roysdon Letter Signed.pdf

Marking U//FOUO

Size 659615 KB

UNCLASSIFIED//FOR OFFICIAL USE ONLY

From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent time: 02/15/2023 11:28:34 AM
To: Jason R. Wareham
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Thanks for your email, Jason, and sorry I missed your call this morning.

We do not agree that Dr. Roe is entitled to discovery for purposes of gathering facts to amend the complaint. Nor do we agree that there needs to be a “solution” for amending the complaint with classified information that Dr. Roe claims to possess.

As detailed in the Defendants’ Response, the pending motion to dismiss raises several jurisdictional and substantive legal barriers that have nothing to do with the factual specificity of the complaint. For example, whether Dr. Roe has any Bivens remedy at all for the alleged retaliation or deprivation of his due process rights is a threshold question that does not turn on the content of any classified information. As for Dr. Roe’s request for equitable relief (including reinstatement), the Court lacks jurisdiction to review Executive Branch security determinations or otherwise restore Dr. Roe’s access to classified programs. Likewise, the jurisdictional bar that Section 2680 presents to Dr. Roe’s FTCA claims raises an abstract legal question that has nothing to do with any classified facts Dr. Roe might possess. Ultimately, the motion to dismiss raises several pure questions of law—indeed, fundamental questions of subject matter jurisdiction and immunity. Unless and until the Court rejects those threshold defenses, it is premature to try to resolve the side issues you’ve raised about discovery or a “solution” for accessing/presenting classified information.

You should also be aware that in the event adjudication of your Dr. Roe’s claims genuinely would require consideration of classified information, the government would have to consider invoking the state secrets privilege. But for the reasons I just mentioned, that too would be premature at this point.

Thanks,
 Reggie

Reginald M. Skinner
 Senior Trial Attorney
 U.S. Department of Justice, Civil Division, Torts Branch
 Constitutional & Specialized Tort Litigation
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 Fax: 202-616-4314
 E-mail: reginald.m.skinner@usdoj.gov
For mail delivery:
 P.O. Box 7146, Ben Franklin Station, Washington DC 20044
For courier or overnight mail:
 175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Wednesday, February 15, 2023 9:37 AM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>
Subject: Re: [EXTERNAL]RE: Extension and Rule 26F

Reggie,

Tried to call. I’m not sure if we are talking past each other but I want to clarify. Assuming arguendo no discovery continues, this does not resolve the need for a classified information solution. Let me break it down.

1. I believe we all would agree that a remedy in a Rule 12b motion is amending a complaint.
2. You have made a number of arguments that we have failed to state a claim based on specificity or failure to allege sufficient facts on which relief could be granted.
3. We have notified the government that additional facts are available but classified; therefore unavailable to even discuss with our client outside a SCIF let alone write on an unclassified computer and submit (even under seal) to the court.
4. A solution to this is absolutely necessary or we are blocked from a rule 12 remedy.
5. This has zero to do with discovery even if you’re correct that immunity arguments block discovery (not conceding).

Case 5:22-cv-00869-JKP Document 132 Filed 08/05/25 Page 1585 of 1654
The overarching issue that seems to be missed here is that classified information, even if contained within someone's head, cannot be verbalized or written down unless the others who hear it are approved and read in as well and are sitting in a SCIF. The ability to submit under seal to the court is secondary. Before that can even happen, Roe must be authorized to tell me and I must be authorized to hear it or it violates the national security acts.

Does the government still maintain the position that we don't need a solution for how we amend the complaint with classified information? Just amend. Not talking discovery.

Please let me know your position on just that narrow issue before I reply to your response.

Best,

Jason

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt**

action: nlamy@thelawcenterpc.com

Jason Wareham

Managing Attorney



t: 3039915202
m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com

TO AVOID THE POTENTIAL OF IMPROPERLY COMMUNICATING WITH OPPOSING PARTIES, OUR



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Wednesday, February 15, 2023 7:05:36 AM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Good morning,

The Defendants' response is attached. We will forward the file-stamped copy when it becomes available.

Thank you.

Reggie

Reginald M. Skinner

Senior Counsel
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
Tel: 202-616-3111
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For courier or overnight mail:
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From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Tuesday, February 14, 2023 1:29 PM
To: Skinner, Reginald M. (CIV) Reginald.M.Skinner@usdoj.gov
Cc: John Hodges john@hhtx.law; Green, Robert (USATXW) RGreen@usa.doj.gov
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Reggie,

This was just filed. I will have a stamped copy for you in due course.

Best,

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com
[Click Here to Book Meeting with Jason Wareham](#)



t: (303) 991-5255
m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Monday, February 6, 2023 2:22 PM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: [EXTERNAL]RE: Extension and Rule 26F

Hi Jason,

I was just about to email you. As previously mentioned, I do not object to an extension on your opposition to the defendants' motion to dismiss. You were very accommodating to my earlier extension requests, and I am very happy to extend the same courtesy to you.

My co-counsel, AUSA Robert Green, and I are available to meet and confer tomorrow. How's 2:00 p.m. EST? I can circulate a conference line, if this time works.

We should also close the loop on the motion to unseal. The defendants will be prepared to move to unseal the case before the end of this week.

Thanks,
Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
Tel: 202-616-3111
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E-mail: reginald.m.skinner@usdoj.gov
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For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jwareham@thelawcenterpc.com>
Sent: Monday, February 06, 2023 4:04 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>
Subject: [EXTERNAL] Extension and Rule 26F

Reggie,

While we already discussed a first extension, I'd like to discuss a bit more detail with you as well as execute the 26f conference.

Would you have time tomorrow for this call?

Best,

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action:** nlamy@thelawcenterpc.com
[Click Here to Book Meeting with Jason Wareham](#)



e: info@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com

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From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent time: 04/04/2023 10:54:17 AM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Natalie Lamy <nlamy@thelawcenterpc.com>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Reggie,

Thanks on all.

Possible to get the denial letter?

Best,

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com
[Book Teams Meeting with Jason Wareham](#)**



t: (303) 991-5255
m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com



From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Tuesday, April 4, 2023 10:47 AM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>; Natalie Lamy <nlamy@thelawcenterpc.com>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

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Jason,

1. Thanks for sending the revised 26(f) with plaintiff's modifications. There is a lot of redlining in the document. It might help if we could all look at a clean copy to make sure things are properly formatted and easy for the Court to follow. I'm happy to circulate a clean copy later this afternoon.
2. The defendants do not object to your request for an additional 30-day extension to file plaintiff's opposition brief. Plaintiff's opposition is currently due by April 18, so the extension would extend the deadline for plaintiff's filing to May 18.

3. The relevant federal agencies have reviewed your letter dated February 13, 2023, requesting "that

Thank you,
Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
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E-mail: reginald.m.skinner@usdoj.gov
For mail delivery:
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For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Monday, April 03, 2023 5:35 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>; Natalie Lamy <nlamy@thelawcenterpc.com>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Hey Reggie,

Made some tweaks to the 26f. Red (or Green as the case may be) line Attached.

Do you have a proposed timeline on the Classification Authority request?

Given the timetable around that request, Plaintiff requests an additional 30 day extension from the current MTD deadline to receive an answer to that request (and assumedly litigate) any potential issues. Will you consent? Of course, due considerations will be granted in return.

Best,

Jason

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com**
[Book Teams Meeting with Jason Wareham](#)





From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Tuesday, March 28, 2023 11:59 PM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>; Natalie Lamy <nlamy@thelawcenterpc.com>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

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Jason and John,

Please see the attached redline with defendants' edits to the 26(f) report.

Thanks,
Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
Tel: 202-616-3111
Fax: 202-616-4314
E-mail: reginald.m.skinner@usdoj.gov
For mail delivery:
P.O. Box 7146, Ben Franklin Station, Washington DC 20044
For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Monday, March 20, 2023 2:52 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>; Natalie Lamy <nlamy@thelawcenterpc.com>
Subject: Re: [EXTERNAL]RE: Extension and Rule 26F

Natalie will you please provide the copy he requests below?

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com**

Jason Wareham
Managing Attorney



t: 3039915202
m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Monday, March 20, 2023 12:49:55 PM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

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Thanks Jason. We have been in touch with the relevant agencies and hope to provide a formal response to your request for access to classified information in the coming days.

I clicked the link in your email below, and the working draft of the 26(f) report you've originated appears to already include track changes. I think it would be useful if you could please send over a clean copy that does not already include redlining—so that we can better keep track of who's proposing what edits. Also, please let me know if you don't mind sending the document as a stand-alone MS Word attachment, as opposed to linking to the SharePoint cloud?

Thanks,
 Reggie

Reginald M. Skinner
 Senior Trial Attorney
 U.S. Department of Justice, Civil Division, Torts Branch
 Constitutional & Specialized Tort Litigation
 Tel: 202-616-3111
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 E-mail: reginald.m.skinner@usdoj.gov
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For courier or overnight mail:
 175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Monday, March 20, 2023 2:33 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Greetings, Reggie:

I waited a bit as I was hoping to have some resolution on our request to the Classification Authorities, but with the time it is taking, I thought it best we get this on file. Please see a draft of the report here: [2023 02-11 DRAFT 26.F Report.docx](#) Feel free to make proposed edits. I would ask that we keep the redline going for easy tracking.

Best,

Jason

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com



t
m:
e:
a:



(303) 991-5255
(720) 819-6483 (After Hours)
jrwareham@thelawcenterpc.com
The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Wednesday, February 15, 2023 12:04 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Ok, understood. I am not allowed know what is in my client's head as "discovery."

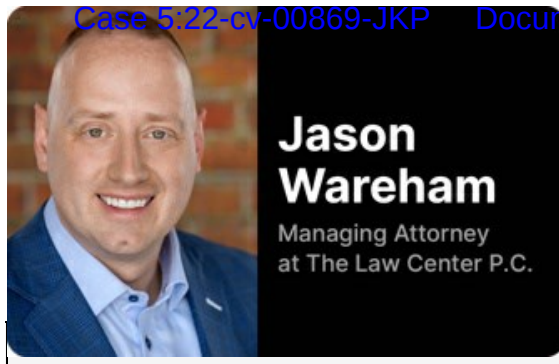
Procedurally, have you submitted the letter sent this week to the Classification Authorities or are you refusing to forward given your position?

If refusing to forward, please consider this a conference on a motion to compel access to classified information in my client's own knowledge base as well as the relief contained in the letter.

Best,

Jason

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com
[Click Here to Book Meeting with Jason Wareham](#)



t: (303) 991-5255
m: (720) 819-6483 (After Hours)
e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Wednesday, February 15, 2023 11:54 AM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

I'm not sure how to state it any differently than below.

We do not agree that Dr. Roe is entitled to discovery for purposes of gathering facts to amend the complaint. Nor do we agree that there needs to be a "solution" for amending the complaint with classified information that Dr. Roe claims to possess.

So yes, the fact that Dr. Roe claims to currently possess classified information does not change the fundamental point that the pending dismissal motion raises several jurisdictional and substantive legal barriers that have nothing to do with the factual specificity of the complaint.

And again, unless and until the Court rejects those threshold defenses, it is premature to try to resolve the side issues you've raised about discovery or a "solution" for accessing/presenting classified information.

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
Tel: 202-616-3111
Fax: 202-616-4314
E-mail: reginald.m.skinner@usdoj.gov
For mail delivery:
P.O. Box 7146, Ben Franklin Station, Washington DC 20044
For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Wednesday, February 15, 2023 1:43 PM
EXHIBIT 26
Page 6 of 11

Ok, are you stating that discovery = speaking to my client about information he already knows?

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com
[Click Here to Book Meeting with Jason Wareham](#)



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e: jrwareham@thelawcenterpc.com
a: The Law Center, P.C., 300 Plaza Dr, Suite 200
thelawcenterpc.com



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Wednesday, February 15, 2023 11:29 AM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Thanks for your email, Jason, and sorry I missed your call this morning.

We do not agree that Dr. Roe is entitled to discovery for purposes of gathering facts to amend the complaint. Nor do we agree that there needs to be a “solution” for amending the complaint with classified information that Dr. Roe claims to possess.

As detailed in the Defendants’ Response, the pending motion to dismiss raises several jurisdictional and substantive legal barriers that have nothing to do with the factual specificity of the complaint. For example, whether Dr. Roe has any Bivens remedy at all for the alleged retaliation or deprivation of his due process rights is a threshold question that does not turn on the content of any classified information. As for Dr. Roe’s request for equitable relief (including reinstatement), the Court lacks jurisdiction to review Executive Branch security determinations or otherwise restore Dr. Roe’s access to classified programs. Likewise, the jurisdictional bar that Section 2680 presents to Dr. Roe’s FTCA claims raises an abstract legal question that has nothing to do with any classified facts Dr. Roe might possess. Ultimately, the motion to dismiss raises several pure questions of law—indeed, fundamental questions of subject matter jurisdiction and immunity. Unless and until the Court rejects those threshold defenses, it is premature to try to resolve the side issues you’ve raised about discovery or a “solution” for accessing/presenting classified information.

Case 5:22-cv-00869-JKP Document 122 Filed 08/05/25 Page 1596 of 1654
You should also be aware that in the event adjudication of your client's claims genuinely would require consideration of classified information, the government would have to consider invoking the state secrets privilege. But for the reasons I just mentioned, that too would be premature at this point.

Thanks,
Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
Tel: 202-616-3111
Fax: 202-616-4314
E-mail: reginald.m.skinner@usdoj.gov
For mail delivery:
P.O. Box 7146, Ben Franklin Station, Washington DC 20044
For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Wednesday, February 15, 2023 9:37 AM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>
Subject: Re: [EXTERNAL]RE: Extension and Rule 26F

Reggie,

Tried to call. I'm not sure if we are talking past each other but I want to clarify. Assuming arguendo no discovery continues, this does not resolve the need for a classified information solution. Let me break it down.

1. I believe we all would agree that a remedy in a Rule 12b motion is amending a complaint.
2. You have made a number of arguments that we have failed to state a claim based on specificity or failure to allege sufficient facts on which relief could be granted.
3. We have notified the government that additional facts are available but classified; therefore unavailable to even discuss with our client outside a SCIF let alone write on an unclassified computer and submit (even under seal) to the court.
4. A solution to this is absolutely necessary or we are blocked from a rule 12 remedy.
5. This has zero to do with discovery even if you're correct that immunity arguments block discovery (not conceding).

The overarching issue that seems to be missed here is that classified information, even if contained within someone's head, cannot be verbalized or written down unless the others who hear it are approved and read in as well and are sitting in a SCIF. The ability to submit under seal to the court is secondary. Before that can even happen, Roe must be authorized to tell me and I must be authorized to hear it or it violates the national security acts.

Does the government still maintain the position that we don't need a solution for how we amend the complaint with classified information? Just amend. Not talking discovery.

Please let me know your position on just that narrow issue before I reply to your response.

Best,

Jason

****Please keep my law clerk, Natalie
Lamy, c/c'd on all emails to ensure
prompt
action: nlamy@thelawcenterpc.com**

Jason Wareham
Managing Attorney

t: 3039915202
m: (720) 819-6483 (After Hours)

EXHIBIT 26
Page 8 of 11

TO AVOID THE POTENTIAL OF IMPROPERLY COMMUNICATING WITH OPPOSING PARTIES, OUR



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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Wednesday, February 15, 2023 7:05:36 AM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Good morning,

The Defendants' response is attached. We will forward the file-stamped copy when it becomes available.

Thank you,

Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
Tel: 202-616-3111
Fax: 202-616-4314
E-mail: reginald.m.skinner@usdoj.gov
For mail delivery:
P.O. Box 7146, Ben Franklin Station, Washington DC 20044
For courier or overnight mail:
175 N Street, NE, 7th Fl., Washington DC 20002

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Tuesday, February 14, 2023 1:29 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <RGreen@usa.doj.gov>
Subject: RE: [EXTERNAL]RE: Extension and Rule 26F

Reggie,

This was just filed. I will have a stamped copy for you in due course.

Best,

****Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com**

[Click Here to Book Meeting with Jason Wareham](#)



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m: (720) 819-6483 (After Hours)
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From: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Sent: Monday, February 6, 2023 2:22 PM
To: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Cc: John Hodges <john@hhtx.law>; Green, Robert (USATXW) <Robert.Green3@usdoj.gov>
Subject: [EXTERNAL]RE: Extension and Rule 26F

EXTERNAL EMAIL. Use caution accessing links or attachments.

Hi Jason,

I was just about to email you. As previously mentioned, I do not object to an extension on your opposition to the defendants' motion to dismiss. You were very accommodating to my earlier extension requests, and I am very happy to extend the same courtesy to you.

My co-counsel, AUSA Robert Green, and I are available to meet and confer tomorrow. How's 2:00 p.m. EST? I can circulate a conference line, if this time works.

We should also close the loop on the motion to unseal. The defendants will be prepared to move to unseal the case before the end of this week.

Thanks,
Reggie

Reginald M. Skinner
Senior Trial Attorney
U.S. Department of Justice, Civil Division, Torts Branch
Constitutional & Specialized Tort Litigation
Tel: 202-616-3111
Fax: 202-616-4314
E-mail: reginald.m.skinner@usdoj.gov
For mail delivery:
P.O. Box 7146, Ben Franklin Station, Washington DC 20044

From: Jason R. Wareham <jrwareham@thelawcenterpc.com>
Sent: Monday, February 06, 2023 4:04 PM
To: Skinner, Reginald M. (CIV) <Reginald.M.Skinner@usdoj.gov>
Cc: John Hodges <john@hhtx.law>
Subject: [EXTERNAL] Extension and Rule 26F

Reggie,

While we already discussed a first extension, I'd like to discuss a bit more detail with you as well as execute the 26f conference.

Would you have time tomorrow for this call?

Best,

**Please keep my law clerk, Natalie Lamy, c/c'd on all emails to ensure prompt action: nlamy@thelawcenterpc.com
[Click Here to Book Meeting with Jason Wareham](#)



t: (303) 991-5255
m: (720) 819-6483 (After Hours)
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thelawcenterpc.com

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**DEPARTMENT OF THE AIR FORCE
OFFICE OF SPECIAL INVESTIGATIONS**

29 Aug 22

MEMORANDUM FOR RECORD

FROM: HQ OSI/IG
27130 Telegraph Road
Quantico, VA 22134

SUBJECT: Hotline Completion Report

1. DoD Hotline case number: [REDACTED]

2. ACTS case number: [REDACTED]

3. Allegation(s)

a. Allegation:

(1) Maj WILLIAM MCVIEGH, Secretary of the Air Force for Acquisition, Technology, and Logistics (SAF/AQL), Pentagon, DC

(2) Retaliation

(3) 14 Aug 20

(4) JBSA-Lackland, TX

(5) 10 US Code § 932 – Article 132. Retaliation

(6) Finding: Not Substantiated

(7) Analysis: In FYI 19, Dr. PAUL ROYSDON, National Security Agency (NSA), JBSA- Lackland, TX, briefed the Fibonacci program at the TOP SECRET level to AFLCMC/HNCO and SAF/AQL, while employed by the NSA. The NSA decided not to fund this program, and the program was then funded by SAF/AQL as a [REDACTED] project with unclassified components. At the time, ROYSDON was a government employee providing advice and guidance under the government.

Starting in FYI 19, Civ DAN BROWN, JBSA-Lackland, TX brought ROYSDON on board to support the Fibonnaci program as a Technical Subject Matter Expert (contractor) and as a subcontractor under Global Info Tech Inc. (GITI). GITI held an Air Force Research Laboratory (AFRL) ACT2 prime contract. ROYSDON maintained his government position at the NSA. ROYSDON stated on 18 Aug 20, he obtained an Office

“Eyes of the Eagle”

EXHIBIT 27

Page 1 of 3

Confidential - Subject to Protective Order

US0000569

**DEPARTMENT OF THE AIR FORCE
OFFICE OF SPECIAL INVESTIGATIONS**

of General Council (OGC) letter providing agreement for the project to be worked. ROYSDON was cleared as a government employee to [REDACTED], but not as a contractor. ROYSDON's Limited Liability Company (LLC) did not have a Field Security Officer (FSO), DD254, and cage code that would allow him contractor SCI and program access. ROYSDON's work as a government employee included [REDACTED] discussions about the Fibonacci program.

ROYSDON was notified to stop work as an independent contractor since he was a government employee with the NSA. ROYSDON was informed he was allowed to continue supporting the project as a government employee under the NSA. However, ROYSDON informed ALFCMC/HNCO on 20 Aug 20 that he is was planning to resign from NSA.

ROYSDON completed a DoD IG complaint on 6 May 22. ROYSDON believed he was dismissed and debriefed from the program due to negligent conduct of Maj WILLIAM MCVEIGH, SAF/AG, Pentagon, DC and SA ALLEN BEALL, HAF, PSO, Pentagon, DC. ROYSDON believed SA BEALL and MCVEIGH reported ROYSDON as an insider threat and opened an unauthorized OSI investigation.

A review of the Investigative Information Management System (I2MS) and Classified Investigative Information Management System (CI2MS) revealed no records on file for ROYSDON.

MCVEIGH was the PM for the Fibonacci program while he was stationed at JBSA-Lackland, TX. Based on financial records, ROYSDON was paid \$750,000.00 for his services as an independent contractor. Although ROYSDON was brought on to work on the Fibonacci program as a contractor, he would work on the program during normal work hours while he was employed by the NSA. ROYSDON was removed from the program due to his affiliation as a government employee and his contractor status. MCVEIGH instructed SA BEALL to debrief ROYSDON from the program (Agent Note: SA BEALL was not interviewed due to his untimely passing in August 2022). MCVEIGH only had ROYSDON removed and debriefed from the program but did not report him as an insider threat. MCVEIGH provided all documentation and email correspondence related to ROYSDON being removed from the program due to his misrepresentation as a contractor and NSA employee.

(8) Corrective actions: Recommend opening a fraud investigation and referring the case to OSI Office of Procurement Fraud (PF)

4. Security clearance actions: None

5. Location of report of inquiry or working papers: OSI PJ Detachment 9, Joint Base Anacostia-Bolling, DC

“Eyes of the Eagle”

EXHIBIT 27

Page 2 of 3

**DEPARTMENT OF THE AIR FORCE
OFFICE OF SPECIAL INVESTIGATIONS**

6. Investigation officer identification data:

- a. Rank & Name: SA CHRISTOPHER WEBB
- b. Organization: OSI PJ Detachment 9
- c. Duty location: JBAB, DC
- d. Telephone number: [REDACTED]
- e. Email address: [REDACTED]

7. I certify that I complied with the Quality Standards for Hotline Inquiries in DOD Instruction 7050.01.

Christopher Webb, Special Agent
OSI PJ Det 9, JBAB, DC

DoD Hotline Coordinator's identification data:

- a. Rank & Name: [REDACTED]
- b. Organization: AFOSI/IGQ
- c. Duty location: 27130 Telegraph Road, Quantico VA, 22134
- d. Telephone number: [REDACTED]
- e. Email address: [REDACTED]

"Eyes of the Eagle"

EXHIBIT 27

Page 3 of 3

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US0000571

Marking: CUI

Date: 8/24/20 2:12 PM

From: McVeigh, William M <MIL>, Defense Technology Integration Program Office

To: Burghard, Joseph Daniel <CIV>, SAF/AQLQ

Cc: Crunk, Michael David <CIV>, AFOSI PJ DET 7; Beall, Allen Ting <UNK>; Bohenek, Brian J <MIL>, SAF/AQL; Bridges, William P <CTR>, SAF/AQLQ; Rabayda, Allen C <CTR>, SAF/AQLQ; Ivey, Angela M <CIV>, SAF/SQ; Uptain, Christine Laning <UNK>

Subject: MFR for Dr. Roysdon Please

Sir,

1. I'm not entirely sure when he became a contractor without asking him. However, the legal email appears to have been around Apr 2019. I forwarded you and Allen a copy on JWICS. Talking with Ted Oakley, the GITI PM, Dr. Roysdon has been on contract since at least Jun/Jul 19. I became aware of this roughly 2-3 weeks ago when your team asked me about the \$300k SETA funding. I asked Dan Brown what it supported to verify it supported [redacted] projects. At that time, I learned from Dan that Dr. Roysdon was providing contractor support. I didn't think much of it until I looked him up in Jade last Wednesday after the PMR.

2. Dan likely informally directed GITI that he would like them to subcontract Dr. Roysdon to support the program. From, there it would've been a funding mod to GITI Excalibur/Mercury contract.
a. Now that I think about it Blur and Lattice did not have a SAP DD254 either until we realigned the FY20 Blue/Lattice funding to an internal contract: Harmony and next year on Saturn Lights. There's only one contractor on the GITI contract with a SAP DD254 and he works on Spectral Raptor.

For your awareness, Lt Col Ekholm directed me to do a complete inventory on the payloads DD254s, projects and classifications to see if there's any more issues out there.

Let me know if you have other questions.

-Will

William McVeigh, Capt, USAF
AFLCMC/HNCO
COMM: (210) 925-1974
DSN: (312) 945-1974
NIPR: william.mcveigh.1@us.af.mil
JWICS: william.m.mcveigh@af.ic.gov

Marking: U//FOUO

Date: 8/24/20 11:06 AM

From: Burghard, Joseph D <CIV>, SAF/AQLC

To: McVeigh, William M <MIL>, AFLCMC/HNCO

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B; Bohenek, Brian J <MIL>, SAF/AQLC; Bridges, William P <CTR>, SAF/AQLC; Rabayda, Allen C <CTR>, SAF/AQLC; Ivey, Angela M <CIV>, AFOSI PJ HQ; Uptain, Christine Lanin <CTR>, SAF/AQLC

Subject: MFR for Dr. Roysdon Please

Will,

Thank you very much for putting this MFR together. After reading it, a couple questions come to mind.

- When in FY19 did Dr. Roysdon become a contractor? Any chance you could narrow it down to which month in FY19? Also, when did you guys become aware that he was in a contractor status supporting our projects?
- Who awarded the contract without a DD254 knowing the work would support program level projects?

Thank you,

V/R
Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

Marking: U//FOUO

Date: 8/24/20 9:21 AM

From: McVeigh, William M <MIL>, AFLCMC/HNCO

To: Burghard, Joseph D <CIV>, SAF/AQLC

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B; Bohenek, Brian J <MIL>, SAF/AQLC; Bridges, William P <CTR>, SAF/AQLC; Rabayda, Allen C <CTR>, SAF/AQLC; Ivey, Angela M <CIV>, AFOSI PJ HQ; Uptain, Christine Lanin <CTR>, SAF/AQLC

Subject: MFR for Dr. Roysdon Please

Sir,

Attached is the latest MFR. We found out some additional information.

Dr. Roysdon will be leaving NSA within the next two weeks and looking at the email from his legal team, we believe that there is likely at a minimum conflict of interest.

Let me know if you have any questions or need us to research anything else.

-Will

William McVeigh, Capt, USAF
AFLCMC/HNCO
COMM: (210) 925-1974
DSN: (312) 945-1974
VoIP: 981-5265
NIPR: william.mcveigh.1@us.af.mil
JWICS: william.m.mcveigh@af.ic.gov

Marking: U//FOUO

Date: 8/19/20 12:21 PM

From: Burghard, Joseph D <CIV>, SAF/AQLC

To: McVeigh, William M <MIL>, AFLCMC/HNCO

Cc: Crunk, Michael D <CIV>, AFOSI PJ DET 8; Beall, Allen Ting <CIV>, AFOSI PJ DET 8/OL-B; Bohenek, Brian J <MIL>, SAF/AQLC; Bridges, William P <CTR>, SAF/AQLC;

Rabayda, Allen C <CTR>, SAF/AQLC; Ivey, Angela M <CIV>, AFOSI PJ HQ; Uptain, Christine Lanin <CTR>, SAF/AQLC

Subject: MFR for Dr. Roysdon Please

Will,

Thank you for notifying us about Dr. Roysdon's possible conflict of interest situation. Since this was a first heard for all of us and since we'll likely need to find out more information, could you please draft up a quick MFR to document what we know now about his contractor v.s. NSA government civilian status and how that relates to work he supports in the portfolio? Please also cc all those on distro when you get a chance to send it out.

Thank you again for bringing this to our attention,

V/R
Danny Burghard

Program Element Monitor & Deputy Division Chief

Advanced Cyberspace Systems Division, SAF/AQLC

DSN(STE): 297-3974

COMM: 202-767-3974

TSVOIP: 982-9192

JWICS: joseph.burghard@af.ic.gov

McVeigh William M Maj USAF USA MIL

From: Rabayda Allen C CTR USAF USA CTR
Sent: Monday, August 24, 2020 3:41 PM
To: McVeigh William M Maj USAF USA MIL; Burghard Joseph D Mr USAF USA CIV
Subject: RE: (U) paperwork

Classification: UNCLASSIFIED//FOUO
=====

Will.

My comments:

1. Ref: Paul's OGC Memo below, "...I perform unclassified machine learning research, and provide white papers and implement numerical prototypes for adoption into cyber-physical applications.."

Comment: Research was unclassified wrt ML techniques however research and discovery and interactions with users as well as design of applying ML, I believe it required Dr. Roysdon to have classified threat and Cyber Operator TTP discussions. Dr. Roysdon likely would have had to consider both unclassified, academic/industry research as well as classified threats to adequately advise SPO on design and approach by SPO's vendors.

2. Ref: Amy's comments: "I am not sure how he was not representing GITI when briefing status of the effort ...he was not representing GITI when briefing status of the effort..."

Comment-1: I believe Roysdon supported the SPO as a consultant. In this role, his presentations to other gov. offices could have been on behalf of the SPO gov office, which is the type of presentation I observed. In this manner, it seemed appropriate.

Comment-2: Other forms of communication like email. I only received emails from his gov NSA account via JWICS only. In this manner, the relationship as a contractor was not clear.

Hope this helps.

--Allen

From: McVeigh William M Capt USAF USA MIL
Sent: Monday, August 24, 2020 2:04 PM
To: Burghard Joseph D Mr USAF USA CIV; Rabayda Allen C CTR USAF USA CTR
Subject: FW: (U) paperwork

Classification: UNCLASSIFIED//FOUO
=====

Sir,

FYSA

McVeigh William M Maj USAF USA MIL

From: Beall Allen T Mr USAF USA CIV
Sent: Monday, August 24, 2020 5:41 PM
To: Macrina Tanya M Ms USAF USA CIV; McVeigh William M Maj USAF USA MIL
Cc: Parisi Thomas J Mr USAF USA CIV
Subject: RE: (U) paperwork

Classification: UNCLASSIFIED//FOUO
 =====

Tanya,

Thank you for helping out with this. A few more things we noticed: It appears Roysdon's PAR and SAP access was based on his position at the NSA and purported it was his position there that was key to his access request. The more we discussed, this seemed to be improper as all of his work on the project was a subcontractor, not related to his NSA position. The HNCO security office and I have decided a security inquiry should be performed on this incident. My preference would be for the inquiry official, once appointed, to coordinate with your office and your JAG office and roll the JAG review/interpretation into one inquiry report, so we have all information in one document. I'm sure Will and the inquiry official will be in touch once that kicks off.

Also, since Roysdon has given notice of his resignation from the NSA, I will debrief from the program this week since his clearance and program access were all based upon his position at NSA.

Allen

From: Macrina Tanya M Ms USAF USA CIV <tanya.macrina@af.ic.gov>
Sent: Monday, August 24, 2020 9:49 AM
To: McVeigh William M Capt USAF USA MIL <william.m.mcveigh@af.ic.gov>; Beall Allen T Mr USAF USA CIV <allen.beall@af.ic.gov>
Cc: Parisi Thomas J Mr USAF USA CIV <thomas.parisi@af.ic.gov>
Subject: RE: (U) paperwork

Classification: UNCLASSIFIED//FOUO
 =====

Thanks Will.

A couple things catch my eye: (disclaimer – I am not a Lawyer or PSO)

- Amy states: "this law would prohibit you from representing GiTi to the Air Force (or any other Federal agency) on contract matters between GiTi and the Air Force. Providing "behind-the-scenes" services to GiTi in connection with its contract with the Air Force would not violate this law."
 - I am not sure what defines "Contract Matters" – is this just financial or is project status part of this... because he would have been representing GITI if he was briefing classified progress of a program to the government. Since his "behind the scenes" efforts were only unclassified. If he gave unclassified status – I may not be as concerned.
 - Also stated below: "A second criminal law (18 U.S.C. § 205) prohibits you from personally representing any other person (including companies) -- with or without compensation -- before a Federal department, agency or employee."

- I am not sure how he was not representing GITI when briefing status of the effort --- If he was using his NSA clearances to give status on a project being paid to a company – then wouldn't he be representing that company?
- Amy states: " This regulation prohibits you from allowing the use of nonpublic information to further your own financial interests or the financial interests of another. This regulation would prohibit you from using non-public information gained through the course of your employment with NSA the further your private work for GITI."
 - Are we absolutely POSITIVE he did not provide "non-public information" to further his payment with GITI or GITIs financial interest when briefing the status.

I will send along an email to Mr. Bill Whitman (RIJ Legal) and get his read on the situation.

Thanks,
Tanya

From: McVeigh William M Capt USAF USA MIL
Sent: Monday, August 24, 2020 10:16 AM
To: Macrina Tanya M Ms USAF USA CIV <tanya.macrina@af.ic.gov>; Parisi Thomas J Mr USAF USA CIV <thomas.parisi@af.ic.gov>; Beall Allen T Mr USAF USA CIV <allen.beall@af.ic.gov>
Subject: FW: (U) paperwork

Classification: UNCLASSIFIED//FOUO
=====

FYSA

From: Brown Daniel D Mr USAF USA CIV <Daniel.D.Brown@af.ic.gov>
Sent: Thursday, August 20, 2020 2:47 PM
To: McVeigh William M Capt USAF USA MIL <william.m.mcveigh@af.ic.gov>
Subject: FW: (U) paperwork

Classification: UNCLASSIFIED//FOUO
=====

Daniel Brown, CISSP, CEH, CSM, SCJP, SCJD, SCWCD
Payloads Architect
AFLCMC/HNC

NSTS: 981-5267
Commercial Desk: 210-925-6208 (DSN: 945), STE equipped
SIPR: daniel.d.brown8.civ@mail.smil.mil
NIPR: daniel.brown.5@us.af.mil

From: Roysdon Paul F NSA FTX12 USA GOV <pfroysd@nsa.ic.gov>
Sent: Thursday, August 20, 2020 2:16 PM
To: Brown Daniel D Mr USAF USA CIV <Daniel.D.Brown@af.ic.gov>
Subject: RE: (U) paperwork

From: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA [thomas.parisi.1@us.af.mil]
Sent: 8/25/2020 6:16:03 PM
To: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO [william.mcveigh.1@us.af.mil]; MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA [tanya.macrina@us.af.mil]
CC: MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX [john.marx.2@us.af.mil]; GAGLIO, JAMES T Capt USAF AFMC AFLCMC/HNCO [james.gaglio.2@us.af.mil]; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO [julio.guerrero.2@us.af.mil]; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCO [daniel.brown.5@us.af.mil]
Subject: RE: FOUO\\Issue

Becareful with this one. Saying someone was "receiving Government pay while acting as a subcontractor" (outside of leave of course) insinuates double-dipping and is basically Felony Fraud. They would be charging hours to the government for work they are performing and being compensated for by another organization = fraud. That is a HUGE accusation that we should not be throwing around without some proof...and even if we had the proof, we should report it to the proper authorities and stay out of the investigation. I see no reason to believe that is what happened here. There just appears to be some confusion over who this guy is working for at what time...

From: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>
Sent: Monday, August 24, 2020 8:34 AM
To: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>; MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>
Cc: MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>; GAGLIO, JAMES T Capt USAF AFMC AFLCMC/HNCO <james.gaglio.2@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCO <daniel.brown.5@us.af.mil>
Subject: FOUO\\Issue

This e-mail contains FOR OFFICIAL USE ONLY (FOUO)

Tom/Tanya,

If you're available to talk on a high-side phone today that'd be preferred.

Short version, there is the appearance that a GG-15 employee was receiving Government pay while acting as a subcontractor to GITI on behalf of Dan Brown for one of his projects. There's also some security issues that I'll have to tell you about on another network. We've put together an MFR with what we know now and are meeting with the PSO this morning to get his take on the issue. I'll also ask if I can share the MFR on NIPR. I talked with John briefly last week about it and I think he's coming in this morning to listen in. If you're available to talk on a VoIP, my number is 981-5265. There's more which makes it weirder which is why we documented it in an MFR.

I'll try giving you a call here shortly as well.

Thank you,
 -Will

William McVeigh, Capt, USAF
 Chief, Special Projects
 AFLCMC/HNCO
 DSN: (312) 945-1974
 COMM: (210) 925-1974
 CELL: (540) 840-9899
 VoIP: 981-5265
 NIPR: william.mcveigh.1@us.af.mil

From: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3A8E2838CD0C414A98AF11275B8C4A18-MCVEIGH.WIL]
Sent: 8/24/2020 6:18:37 PM
To: MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA [tanya.macrina@us.af.mil]
Subject: RE: FOUO\\Issue

Yeah, I just sent it.

-Will

From: MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>
Sent: Monday, August 24, 2020 11:51 AM
To: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>
Subject: RE: FOUO\\Issue

Hi Will – did you send along the memo?

Tanya

From: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>
Sent: Monday, August 24, 2020 9:55 AM
To: MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>; PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>
Cc: MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>; GAGLIO, JAMES T Capt USAF AFMC AFLCMC/HNCO <james.gaglio.2@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCO <daniel.brown.5@us.af.mil>
Subject: RE: FOUO\\Issue

Tanya,

Yeah, If you could, that'd be great!

-Will

From: MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>
Sent: Monday, August 24, 2020 8:46 AM
To: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>; PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>
Cc: MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>; GAGLIO, JAMES T Capt USAF AFMC AFLCMC/HNCO <james.gaglio.2@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCO <daniel.brown.5@us.af.mil>
Subject: RE: FOUO\\Issue

Will,

I can try to go into the SSO and see if there is a phone available. Want me to try at 1000 EST?

FYSA – Tom is on Leave today and tomorrow.

Thanks,
Tanya

From: MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>
Sent: Monday, August 24, 2020 8:34 AM
To: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>; MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>
Cc: MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>; GAGLIO, JAMES T Capt USAF AFMC AFLCMC/HNCO <james.gaglio.2@us.af.mil>; GUERRERO, JULIO GG-13 USAF AFMC AFLCMC/HNCO <julio.guerrero.2@us.af.mil>; BROWN, DANIEL D GG-13 USAF AFMC AFLCMC/HNCYD <daniel.brown.5@us.af.mil>
Subject: FOUO\\Issue

This e-mail contains FOR OFFICIAL USE ONLY (FOUO)

Tom/Tanya,

If you're available to talk on a high-side phone today that'd be preferred.

Short version, there is the appearance that a GG-15 employee was receiving Government pay while acting as a subcontractor to GITI on behalf of Dan Brown for one of his projects. There's also some security issues that I'll have to tell you about on another network. We've put together an MFR with what we know now and are meeting with the PSO this morning to get his take on the issue. I'll also ask if I can share the MFR on NIPR. I talked with John briefly last week about it and I think he's coming in this morning to listen in. If you're available to talk on a VoIP, my number is 981-5265. There's more which makes it weirder which is why we documented it in an MFR.

I'll try giving you a call here shortly as well.

Thank you,
-Will

William McVeigh, Capt, USAF
Chief, Special Projects
AFLCMC/HNCO
DSN: (312) 945-1974
COMM: (210) 925-1974
CELL: (540) 840-9899
VoIP: 981-5265
NIPR: william.mcveigh.1@us.af.mil

McVeigh William M Maj USAF USA MIL

From: Brown Daniel D Mr USAF USA CIV
Sent: Thursday, August 20, 2020 3:47 PM
To: McVeigh William M Maj USAF USA MIL
Subject: FW: (U) paperwork

Classification: UNCLASSIFIED//FOUO
=====

Daniel Brown, CISSP, CEH, CSM, SCJP, SCJD, SCWCD
Payloads Architect
AFLCMC/HNC

NSTS: 981-5267
Commercial Desk: 210-925-6208 (DSN: 945), STE equipped
SIPR: daniel.d.brown8.civ@mail.smil.mil
NIPR: daniel.brown.5@us.af.mil

From: Roysdon Paul F NSA FTX12 USA GOV <pfroysd@nsa.ic.gov>
Sent: Thursday, August 20, 2020 2:16 PM
To: Brown Daniel D Mr USAF USA CIV <Daniel.D.Brown@af.ic.gov>
Subject: RE: (U) paperwork

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Dan,

This morning I contacted Office of General Council (OGC) to verify that I have not violated any laws or statutes. They reviewed the following and concurred.

In April 2019 I contacted National Security Agency (NSA) OGC regarding outside work. OGC did not identify a conflict of interest because of the following:

1. I am employed by NSA as a Data Scientist, tasked with academic engagement (AE) and work-force development (WFD).
 - a. This means that I am a liaison to academia on matters related to data science, and I am tasked at NSA to build, train, and mentor a data science team.
 - b. I do not implement data science or machine learning algorithms, but rather advise on their use and application.
 - c. During my assignment at Office of the Director of National Intelligence (ODNI), my duties were exactly the same (AE and WFD), but at the IC level. However, at ODNI I was tasked with advising IC partners (not just NSA) on machine learning algorithms and their possible application in a variety of IC mission problems.
2. The proposed work (in April 2019) is a consultant for Global InfoTech (GiTi), not the US Government (USG), and my work is very specific: implement applied mathematics for cyber-physical systems. For nearly 20 years I have performed unclassified research, and published both papers and textbooks on this topic.
 - a. As a consultant for GiTi, I perform unclassified machine learning research, and provide white papers and implement numerical prototypes for adoption into cyber-physical applications. To my knowledge, GiTi

has several sub-contractors that use the result of my work, or provides these results to other USG contractors.

- b. My work for GiTi is "behind the scenes" and strictly task-oriented, and, to my knowledge, any interaction I have had with the USG is a factual presentation of progress updates on research or numerical prototypes.
- c. I have never represented GiTi to the USG for current or future contracts, nor do I have a vested interest in GiTi nor influence in the company or its leadership. Furthermore, to my knowledge, the math solutions that I provide GiTi is not for any contract with NSA.
- d. I have discussed this matter with my NSA leadership, and I have their approval to do this consulting outside of work hours.

OGC summarized the April 2019 guidance in an email received this afternoon:

Paul,

Following up on our conversation today, the primary ethics laws and regulations that we have discussed in connection with your outside contracting work for GiTi are:

- 18 U.S.C. § 208 and 5 C.F.R. § 2635.502: Pursuant to this statute and regulation, you may not participate personally and substantially in any official NSA matter that affects the financial interests of your outside employer or to which an entity that you provide consulting services is a party. According to the information you have provided, you are not an employee of Giti, and you do not work on NSA matters affecting GiTi's financial interests or to which GiTi is a party. Based on the facts provided, I previously advised that your participation in this outside employment would not require your disqualification from any NSA matters to which you were assigned.
- 18 U.S.C. § 205: This law prohibits you from personally representing anyone before a Federal department, agency, or employee in a covered matter in which the United States is a party or has a direct and substantial interest. As discussed in my previous email, this law would prohibit you from representing GiTi to the Air Force (or any other Federal agency) on contract matters between GiTi and the Air Force. Providing "behind-the-scenes" services to GiTi in connection with its contract with the Air Force would not violate this law.
- 5 C.F.R. § 2635.703(a): This regulation prohibits you from allowing the use of nonpublic information to further your own financial interests or the financial interests of another. This regulation would prohibit you from using non-public information gained through the course of your employment with NSA the further your private work for GiTi.

I hope the above is helpful.

(U//
Amy 
Attorney
Office of the General Counsel
Administrative Law & Ethics


OGC Provided the following guidance in April 2019:

Paul,

I am following up our emails and telephone conversation last week regarding your offer of employment outside your position with the NSA. As you indicated last week, you are the Chief/Lead Data Scientist for NSA-Texas. In that capacity, you are tasked with building a data science team, training and equipping them with the tools they need to solve mission

problems in [REDACTED]. You further indicated that you have recently received an opportunity from Air Force CyberCom ("CyberCom") to assist with mathematical calculations in furtherance of its cyber-related mission. In this capacity, you would serve as a sub-contractor to the prime CyberCom contractor. You have indicated that your official responsibilities with the NSA are not related to the work that you would be doing for CyberCom. Further, the prime CyberCom contractor is not a business whose interests you could affect in the performance of your official duties with the NSA.

With respect to your outside employment, there are a few areas of concern you should be aware of. Conflict of interest statutes, as well as other criminal statutes, affect your outside employment while you are an Agency employee (and even after you leave the Agency). Below, I have provided much of the pertinent information from our website; however, you should read over all of the [information](#) before pursuing any outside employment.

The first statute is the financial conflict of interest statute, which would prohibit you from personally and substantially participating in your official Government duties on any particular matter that may affect an entity with which you have an outside business relationship, such as the CyberCom prime contractor. You have indicated that you do not have current responsibilities with the Agency that would affect the CyberCom prime contractor, but if you did, either now or in the future, you would be required to disqualify yourself in writing from taking any official actions affecting that company. The disqualification requirement would continue as long as you remain in a business relationship with that outside company or seeking employment with that company. You can find the Disqualification Template here: [REDACTED].

A second criminal law (18 U.S.C. § 205) prohibits you from personally representing any other person (including companies) -- with or without compensation -- before a Federal department, agency or employee. You may not make representations to any federal officials (not just NSA personnel) on behalf of outside entities. Representation includes any oral or written communications that are intended to influence the official on a specific matter. Working "behind-the-scenes" on matters or strictly task-oriented activities do not violate this rule. Applying this rule to your circumstances, you may not be the individual responsible for communications with Air Force representatives (or any other federal employees) on the contract for which you are providing services. This includes oral or written communications. It does not include ministerial communications, such as requests for factual information. However, if a communication transitions from a factual exchange to a conversation in which differences of opinion may occur, this can create problems under the representation rule. Additionally, if the CyberCom prime contractor submits a product to CyberCom under your name, this would be considered a communication by you to CyberCom. Note that this rule does not prohibit you from identifying yourself as being associated with the CyberCom prime contractor for such things as being able to gain admittance to the facility where the work is to be performed.

In addition to the representation rule discussed immediately above, you are also prohibited by another rule (18 U.S.C. § 203) from receiving compensation that comes from the representation by others before a government department or agency on any matter in which the United States is a party or has a substantial interest. For example, you may not accept part of the profits in a profit-sharing arrangement if those profits come from representations to the Federal Government. Also, you may not work on a contingency fee basis for a private employer on a government contract (i.e., assist in preparing a response to a Federal RFP and receive a fee or payment only if the contractor is the successful bidder). You may accept a pre-set salary or a pre-established contractual fee (such as payment at an hourly rate) in connection with this outside engagement as long as there are no other benefits such as stock options, contingency fees, or profit sharing.

I hope the above guidance helps you in navigating this offer, but please do not hesitate to contact me anytime with questions.

(U//[REDACTED])
 Amy [REDACTED]
 Attorney
 Office of the General Counsel

Administrative Law & Ethics

Very Respectfully,
Dr. Paul F. Roysdon

From: Brown Daniel D Mr USAF USA CIV <Daniel.D.Brown@af.ic.gov>
Sent: Wednesday, August 19, 2020 1:31 PM
To: Roysdon Paul F NSA FTX12 USA GOV <pfroysd@nsa.ic.gov>
Subject: (U) paperwork

Classification: UNCLASSIFIED//FOUO
=====

Paul – I need a copy of your paperwork from NSA saying that you can work as a contractor outside of NSA hours. Capt McVeigh is requesting this.

V/r,
Dan

Daniel Brown, CISSP, CEH, CSM, SCJP, SCJD, SCWCD
Payloads Architect
AFLCMC/HNC

NSTS: 981-5267
Commercial Desk: 210-925-6208 (DSN: 945), STE equipped
SIPR: daniel.d.brown8.civ@mail.smil.mil
NIPR: daniel.brown.5@us.af.mil

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Classification: UNCLASSIFIED//FOUO

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Classification: UNCLASSIFIED//FOUO

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

CIVIL ACTION NO. 5:22-CV-00869-JKP-HJB

30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION
OF UNITED STATES AIR FORCE OFFICE OF SPECIAL
INVESTIGATIONS BY MICHAEL CRUNK - 04/24/2025

DR. JOHN ROE,

Plaintiff,

v.

UNITED STATES OF AMERICA, et. Al.,

Defendant.

The 30(b)(6) VIDEOCONFERENCE AND VIDEO
DEPOSITION OF UNITED STATES AIR FORCE OFFICE OF
SPECIAL INVESTIGATIONS BY MICHAEL CRUNK was taken by
the Plaintiff on April 24, 2025, commencing at the
hour of 11:35 a.m., before ROSIE STAHL, Shorthand
Reporter and Notary Public within and for the State
of Colorado.

1

R E M O T E

2

A P P E A R A N C E S

3

For the Plaintiff:

4

JASON R. WAREHAM, ESQ.

5

LANCE HENRY, ESQ.

ALLEN VELLONE WOLF HELFRICH & FACTOR P.C.

6

1600 Stout Street, Suite 1900

Denver, Colorado 80202

7

Ph. 303-534-4499

Jwareham@allen-vellone.com

8

JOHN W. HODGES JR., ESQ.

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HENDLEY & HODGES LAW PLLC

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Spring Branch, Texas 78070

Ph. 210-714-0924

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John@hhtx.law

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For the Defendant:

13

KATRINA M. SEEMAN, ESQ.

14

JOSEPH GONZALEZ, ESQ.

U.S. DEPARTMENT OF JUSTICE, CIVIL

15

DIVISION, TORTS BRANCH CONSTITUTIONAL

& SPECIALIZED TORT LITIGATION

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950 Pennsylvania Avenue NW

Washington DC 20530-0001

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Ph. 202-616-3111

Katrina.M.Seeman@usdoj.gov

18

19

For the Air Force:

20

DARRIN GILCHRIST, ESQ.

ASSOCIATE GENERAL COUNSEL, SAF/GCI

21

1740 Air Force Pentagon, Suite 4C756

Washington, D.C. 20330-1740

22

Ph. 703-697 4406

Darrin.gilchrist@us.af.mil

23

24

Also Present:

25

Dwayne Beuthel - Videographer

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I N D E X

EXAMINATION	PAGE
By Mr. Wareham	5
DEPOSITION EXHIBITS:	INITIAL REFERENCE
(No Exhibits Marked.)	

1 APRIL 25, 2025, 11:35 A.M. MT

2 P R O C E E D I N G S

3

4 THE VIDEOGRAPHER: Okay. We are on
5 the record at 11:35 a.m. Today is April 24th,
6 2025. This begins the 30 -- the video-recorded
7 deposition of 30(b)(6) for United States Air Force
8 Office of Special Investigations given by Michael
9 Crunk taken in the matter of Dr. John Roe versus
10 the United States of America, et al.

11 This deposition is being taken via
12 videoconferencing. The court reporter today is
13 Rosie Stahl. The videographer is Dwayne Beuthel.

14 Counsel, please introduce yourselves
15 and the parties you represent beginning with
16 plaintiff's counsel first.

17 MR. WAREHAM: This is Jason Wareham,
18 lead counsel for Dr. Roe, plaintiff, along with
19 John Hodges, cocounsel, and Lance Henry.

20 MS. SEEMAN: Katrina Seeman on
21 behalf of the government defendants. I'm joined by
22 my cocounsel Joseph Gonzalez.

23 THE VIDEOGRAPHER: Will our court
24 reporter please swear in the deponent.

25 MICHAEL CRUNK,

1 Being first duly sworn, was examined and testified
2 as follows:

3 THE VIDEOGRAPHER: You may begin.

4 EXAMINATION

5 BY MR. WAREHAM:

6 Q. Greetings, Mr. Crunk. As I said
7 just now, my name is Jason Wareham. I'm lead
8 counsel on the plaintiff's side. Have you -- have
9 you ever been deposed before?

10 A. I have.

11 Q. I presumed. Have you ever been a
12 30(b)(6) witness in a deposition before?

13 A. No, I have not.

14 Q. Okay. So I'm just going to go
15 through a few instructions and clarifications and
16 we'll move to the substance today. Okay?

17 A. Okay.

18 Q. So first off, as you know from prior
19 depositions, you know, our entire focus here is to
20 get at the truth of facts and circumstances. It's
21 under oath. We're not here trying to play games or
22 test your memory. If you don't know something, we
23 don't want you to make it up obviously. If you
24 don't know, saying "I don't know" is just fine.

25 If there's any question that is

1 asked by me, and there probably will be more than
2 one, where you don't understand what I'm asking,
3 just ask me to clarify and I'll try to ask a better
4 question. Okay?

5 A. Okay.

6 Q. Also, there will be, I'm quite
7 certain, objections by DOJ counsel. The way
8 objections work in depositions is once the
9 objection is lodged, which we need to allow for a
10 little time to make sure the record is clear,
11 especially virtually, if nobody instructs you not
12 to answer that question, then you can go ahead and
13 answer the question even though there's an
14 objection.

15 Okay. Does that make sense?

16 A. Yes.

17 Q. Now, specific to 30(b)(6) witnesses,
18 do you understand that today you're giving
19 testimony that actually can bind the entity that is
20 in this case the Office of Special Investigations?

21 A. Yes.

22 Q. Okay. And in -- well, what have you
23 done to prepare for today's 30(b)(6)
24 deposition?

25 MS. SEEMAN: I'll just instruct the

1 witness not to divulge the substance of our
2 communications in preparation for his deposition,
3 but outside of that, Mr. Crunk, you're free to
4 answer.

5 BY MR. WAREHAM:

6 Q. Yeah. Actually, go ahead and take
7 that durably throughout. If there's a question
8 that invokes an answer that would be covered by
9 conversations you've had with the DOJ counsel, I'm
10 not seeking that information. Okay?

11 A. Okay.

12 Q. All right.

13 A. Perfect.

14 Q. Go ahead.

15 A. So in preparation, I was provided
16 several documents with US000 and various numbers on
17 the end to review, and so I have taken time to
18 review all of those documents.

19 Q. Okay. And -- well, and the other
20 thing I should probably say, especially since some
21 of this may or could tread into classified
22 material, I am not seeking to elicit classified
23 material today. This is an unsecure environment,
24 as I'm sure you're aware, and so if any answer I'm
25 asking invites -- or any question I'm asking

1 invites an answer that would tread into classified
2 material, I'd like you to say so and we can move
3 on. Okay?

4 A. Okay.

5 Q. Other than that, you know, if it's
6 not classified, then -- then I'll be looking for
7 the answer. Does that make sense?

8 A. That makes sense.

9 Q. Yeah. Let's see, what else can I
10 cover? So I'm going to go through -- and this one
11 is kind of a long list so I apologize ahead of
12 time. I'm going to go through the different
13 questions that will be subject to the 30(b)(6) to
14 confirm that we're ready to answer each question.
15 It's kind of something I do for the record. So I'm
16 just going to start by reading starting with No. 3,
17 and then just confirm that you're ready to answer
18 each question. So it may take a little bit, but
19 that's what we're going to do.

20 So No. 3, the question specifically
21 is the specific complaints, reports or referrals,
22 including the dates, substance and source that
23 prompted OSI to investigate Dr. Roe.

24 Are you prepared to answer facts on
25 that question?

1 A. Yes.

2 Q. Great.

3 The -- No. 4, the timeline of OSI's
4 actions in Dr. Roe's matter, including dates the
5 investigation was opened and closed, identity of
6 the OSI personnel assigned, substantive steps,
7 interviews, evidence-gathering efforts and decision
8 points.

9 Are you prepared to discuss that
10 question?

11 A. Yes.

12 Q. No. 5, any alleged grounds, for
13 example, insider threat, fraud, security risk, OSI
14 considered or cited in justifying its investigation
15 of Dr. Roe, including the factual basis for such
16 concerns.

17 Are you prepared to discuss that
18 question?

19 A. Yes.

20 Q. No. 6, whether OSI adhered to its
21 standard protocols investigating Dr. Roe, and if
22 there were any deviations like, A, the rationale
23 and justification for any departure from SOPs; or,
24 B, any communications or authorizations permitting
25 such deviation.

1 Are you prepared to discuss that
2 question?

3 A. Yes.

4 Q. All right. No. 7, all statements or
5 communications made by OSI agents, officers, or
6 relevant personnel concerning: A, Dr. Roe's
7 character, reliability, or integrity; B, the
8 viability or credibility of the allegations that
9 triggered the investigation; or, C, instructions or
10 directives about how to handle or finalize
11 Dr. Roe's case.

12 Are you prepared to discuss that
13 question?

14 A. Yes.

15 Q. No. 8, OSI's rationale and basis for
16 concluding, continuing, limiting, or terminating
17 the investigation, including any official or
18 unofficial findings, conclusions or
19 recommendations.

20 Are you prepared to answer that
21 question?

22 A. Yes.

23 Q. No. 9, OSI's general practices,
24 protocols or SOPs regarding interviews of
25 individuals under investigation, including how

1 interviews are scheduled and documented, notice and
2 advisements given to interviewees, whether
3 interviews are recorded or transcribed, whether
4 counsel, representatives, or third parties are
5 permitted.

6 Are you prepared to answer that
7 question?

8 Do we have a freeze situation going
9 on?

10 MS. SEEMAN: It looks like it.

11 THE VIDEOGRAPHER: Let's go off the
12 record at 11:42 Mountain Time.

13 (A break was taken from 11:42 a.m.
14 to 11:51 a.m.)

15 THE VIDEOGRAPHER: The time is 11:51
16 Mountain Time. We're back on the record.

17 BY MR. WAREHAM:

18 Q. All right. So we lost you there for
19 a sec. I'm going to go back to reading these
20 questions and confirming your understanding. I was
21 on No. 9. OSI's general practices, protocols or
22 SOPs regarding interviews of individuals under
23 investigation, including how interviews are
24 scheduled and documented, notice and advisements
25 given to interviewees, whether interviews are

1 recorded or transcribed, and whether counsel,
2 representatives, or third parties are permitted?

3 Are you prepared to answer that
4 question?

5 A. Yes.

6 Q. No. 10, each interview, attempted
7 interview, or communication OSI had with Dr. Roe,
8 including the identity of OSI personnel conducting
9 or present during such interviews, the date, time,
10 location and circumstances of each interview, any
11 instructions, admonitions or warnings given, any
12 allegations, accusations or statements made during
13 these interviews, especially concerning Dr. Roe's
14 trustworthiness or insider threat potential.

15 Are you prepared to discuss that
16 question?

17 A. Yes.

18 Q. No. 11, all OSI record systems or
19 databases consulted or utilized in the
20 investigation, including the scope and nature of
21 each system, whether the system is classified,
22 unclassified, or mixed, whether retention and
23 logging protocols for data access.

24 Are you prepared to discuss that
25 question?

1 A. Yes.

2 Q. No. 12, OSI's processes, directives,
3 or guidance on controlling access to investigative
4 files, how OSI determines need-to-know for each
5 investigation; whether OSI documented who accessed
6 or reviewed Dr. Roe's file; all measures used to
7 track or log disclosures of Dr. Roe's investigative
8 information.

9 Are you prepared to answer that
10 question?

11 A. Yes.

12 Q. 14, any dissemination, formal or
13 informal, of Dr. Roe's investigative information to
14 third parties, including the identity of the
15 recipients, the reason for sharing, and the
16 policies or rules governing such disclosures.

17 Are you prepared to answer that
18 question?

19 A. Yes.

20 Q. No. 16, whether any portion of Dr.
21 Roe's investigative materials were subject to
22 Special Access Programs, compartmentalization, or
23 other heightened restrictions, and how OSI handled
24 that data.

25 Are you prepared to answer that

1 question?

2 A. Yes.

3 Q. No. 17, the basis and authority for
4 any read-outs, revocations or changes to Dr. Roe's
5 clearance or access level during or after the
6 investigation.

7 Are you prepared to answer that
8 question?

9 A. Yes.

10 Q. OSI's policies or guidelines
11 concerning the sharing of investigative findings or
12 allegations with other military or civilian
13 agencies, including any requirements for
14 documenting such communications, restricting or
15 limiting who may receive investigative outcomes or
16 data, gaining approval before transmitting
17 investigative information outside OSI.

18 Are you prepared to answer that
19 question?

20 MR. WAREHAM: Uh-oh. Let's go off
21 the record.

22 THE VIDEOGRAPHER: The time is
23 11:54 a.m. Mountain Time. We're off the record.

24 (A break was taken from 11:54 a.m.
25 to 12:03 p.m.)

1 THE VIDEOGRAPHER: The time is

2 12:03. We're back on the record.

3 (Discussion held off the record.)

4 BY MR. WAREHAM:

5 Q. Okay. 16, whether any portion of
6 Dr. Roe's investigative materials were subject to
7 Special Access Programs, compartmentalization or
8 other heightened restrictions and how OSI handled
9 that data.

10 Are you prepared to discuss that
11 question?

12 A. Yes.

13 Q. 17, the basis and authority for any
14 read-outs, revocations or changes to Dr. Roe's
15 clearance or access level during or after the
16 investigation.

17 Are you prepared to answer that
18 question?

19 A. Yes.

20 Q. No. 18, OSI's policies or guidelines
21 concerning the sharing of investigative findings or
22 allegations with other military civilian agencies,
23 including any requirements for documenting such
24 communications, restricting or limiting who may
25 receive investigative outcomes or data, gaining

1 approval before transmitting investigative
2 information outside OSI.

3 Are you prepared to answer that
4 question?

5 A. Yes.

6 Q. No. 19, identification of all
7 individuals, commands, or agencies to whom OSI
8 provided any information regarding Dr. Roe's
9 investigation and the basis upon which OSI believed
10 such disclosure was authorized or appropriate.

11 Are you prepared to answer that
12 question?

13 A. Yes.

14 Q. No. 20, whether and how OSI followed
15 any mandatory reporting directives for insider
16 theft or national security findings, if applicable.

17 Are you prepared to answer that
18 question?

19 A. Yes.

20 Q. And then No. 26, all directives,
21 manuals, instructions, handbooks, or SOPs in effect
22 during Dr. Roe's investigation that govern: A,
23 insider threat investigations; b, security
24 clearance adjudications, revocations, or readouts;
25 c, investigative procedures involving potential

1 national security concerns; d, The Privacy Act,
2 need-to-know policies, or data handling protocols;
3 and, e, classification and declassification
4 responsibilities.

5 Are you prepared to discuss that
6 question?

7 A. Yes.

8 Q. And then 27, whether OSI followed
9 any such SOPs and guidelines in Dr. Roe's
10 investigation, including any documented reasons for
11 deviation.

12 Are you prepared to answer that
13 question?

14 A. Yes.

15 Q. All right. Thank you for staying
16 with that particular reading test.

17 MS. SEEMAN: And, counsel, just for
18 the record, I just want to say that the parties met
19 and conferred based on a timeline for several of
20 these topics and based on your email from Monday,
21 April 21st. The agreed upon timeline for most of
22 these documents is 2019 to 2011; however, quoting
23 your email for more of the general questions around
24 systems and records and processes, the timeline
25 would be extended to the present.

1 MR. WAREHAM: Great. Thanks.

2 BY MR. WAREHAM:

3 Q. Okay. So, Mr. Crunk, will you just
4 give a little bit of background about who you are
5 and who you work for?

6 A. Sure. So my name is Michael Crunk.
7 I have been -- I started with Air Force Office of
8 Special Investigations, now known as the Department
9 of the Air Force Office of Special Investigations,
10 in 2005, stayed with them all the way up until 2021
11 when I transferred to a different federal agency,
12 and then in October of 2023, I transferred back to
13 OSI, and I'm currently the assistant special agent
14 in charge of Special Projects Detachment Seven in
15 Palmdale, California.

16 Q. Oh, okay. So you're commonly called
17 ASAC?

18 A. Yes, sir.

19 Q. All right. And forgive me for the
20 Mister. I'll try to remember Agent going forward.

21 A. It doesn't matter to me.

22 Q. All right. Fair enough. Okay. So
23 let's start -- and I apologize for
24 jumping around

25 on numbers a little bit, but I think what I want to

1 do is I want to start broadly as much as possible,
2 and then we can shape the questions down to this
3 specific case.

4 So let's start with the -- 26, which
5 involves all directives, manuals, instructions,
6 handbooks, or SOP in effect during Dr. Roe's
7 investigation that govern those categories. So
8 let's start with insider threat investigations.

9 Can you tell me what directives,
10 manuals, instructions, handbooks, or SOPs govern
11 insider threat investigations?

12 A. So, in general, OSI -- I just want
13 to say, OSI did not conduct an investigation on
14 Dr. Roe, and so any policies, directives,
15 investigations and things related to investigations
16 would not have been applicable in OSI's involvement
17 in this. So I didn't spend an inordinate amount of
18 time looking at those policies and regulations.

19 Q. Okay. Well, let's then -- thank you
20 for that answer. I appreciate it. Let's do this
21 around that answer. I'm just searching for where
22 we'll go back to make sure that it's clear for the
23 record and for counsel which numbers we're under
24 here.

25 So let's go to No. 4. So I describe

1 Dr. Roe's matter there, and that's actually -- for
2 clarity, that involves Dr. Roysdon. So I've seen a
3 number of reports and communications by a Special
4 Agent Beall. All right. So when I -- I get that
5 no -- your answer was no investigation was open,
6 but when I'm asking questions, I'm going to be
7 referencing the actions of Agent Beall with respect
8 to Dr. Roysdon. Does that make sense to you?

9 A. Yes, it does.

10 Q. So I don't want us to split hairs
11 unnecessarily. I'll just call it Dr. Roysdon's
12 matter. Does that work for you?

13 A. Yes.

14 Q. Okay. So can you -- well, yeah.
15 Can you take me through the timeline of actions for
16 Dr. Roysdon's matter?

17 A. Sure. So based on the documentation
18 that I reviewed, it appears that OSI was brought
19 the information from HNCO in approximately
20 August 19th, 2020, and based on that email, it
21 contained a memorandum outlining some concerns
22 related to Dr. Roe, and then communications
23 happened over the next couple of days. Mr. -- one
24 of the things that came out in the letter was that
25 Mr. Roysdon had informed AFCLC/HNCO on 20 August

1 that he is planning to resign from the NSA.

2 Based on that, Mr. Beall

3 communicated -- let's see. Sorry, I need to get
4 the dates. Mr. Beall communicated August 24th that
5 he had had a -- he and the HNCO security office
6 decided a security inquiry should be performed on
7 the incident, and also that since Mr. Roysdon had
8 given notice of his resignation from NSA, Mr. Beall
9 would debrief Mr. Roysdon from the program that he
10 had access to that week because his clearance and
11 program access were based upon his position within
12 the NSA.

13 Q. Okay. So can you, for record
14 clarity, recite what the Bates number, the little
15 number starting with leading zeros are for each of
16 those documents that just referenced?

17 A. Sure. So the letter that -- let me
18 back up.

19 So the email, the initial email that
20 I have that indicates August 19, 2020 has
21 US0000271, and that goes into 272 and 273, and that
22 references the memorandum which is US0000106, and
23 that's where I referenced the information that Dr.
24 Roysdon had informed that he would leaving -- that
25 he was going to resign from NSA.

1 And then the document number -- an
2 email from Mr. Beall where he indicated he and the
3 agency security office had decided the security
4 inquiry would be performed and that Mr. Beall would
5 be debriefing Mr. Roysdon was US0000061.

6 Q. So how would you describe the
7 actions taken by Special Agent Beall if we're not
8 using the term investigation was opened, how would
9 you describe the actions of Agent Beall?

10 A. Sure. In Mr. Beall's capacity, he
11 was serving as a program security officer, which is
12 overall cognizance of security for this program
13 that Dr. Roysdon was accessed to. And so within
14 his security authorities that are derived from DOD
15 manual 5205.07, Volume 1 and DOD manual 5205.7,
16 Volume 2, those describe the roles and
17 responsibilities of a program security officer,
18 which Mr. Beall was. So the actions taken by Mr.
19 Beall were under his authorities as a program
20 security officer.

21 Q. Okay. And what is the -- what are
22 the roles and responsibilities of an OSI agent
23 serving as a program securities officer?

24 A. So the information about why OSI has
25 it organized that way between special agents and

1 also BMPSOs, program security officers, that
2 information is outside the scope of my preparation.

3 Q. Okay. You know --

4 MR. WAREHAM: And I'm sorry to put
5 you on pause here actually. Could I ask that the
6 witness be moved to their own room briefly? I'd
7 like to discuss something with counsel.

8 THE VIDEOGRAPHER: Do you want to
9 stay on record or go off record?

10 MR. WAREHAM: Off record is fine.
11 Thank you.

12 THE VIDEOGRAPHER: The time would be
13 12:15. We're off the record.

14 (A break was taken from 12:16 p.m.
15 to 12:30 p.m.)

16 THE VIDEOGRAPHER: Okay. The time
17 is 12:30 Mountain Time. We're back on the record.
18 BY MR. WAREHAM:

19 Q. So, Agent Crunk, this is not your
20 issue, just I want to be clear, but it appears in
21 our notice and in, you know, my conception of how I
22 was describing issues with respect to this notice
23 and what we would be looking into in today's
24 examination, I used the term "investigation,"
25 right? And I used that to mean the personnel or

1 the special access stuff that was going on.

2 What I want to do so that we can all
3 have efficiency in what we're going to do here is I
4 am going to go back with the knowledge that you
5 just provided and the distinction, and I'm going to
6 adapt these notices and questions to that
7 distinction so that you can be better prepared, or
8 whoever can be better prepared, and we can be more
9 efficient and like not run into this, well, I
10 didn't review that or this, okay, thing?

11 A. Sure.

12 Q. I believe DOJ has an objection for
13 the record on that, but I'm going to ask to
14 continue this, and I apologize that we took your
15 time today and that there was some clarity issues,
16 but I want to repair that so we're as effective as
17 possible. Okay?

18 A. No problem.

19 MR. WAREHAM: Great. DOJ, do you
20 have an objection to that?

21 MS. SEEMAN: Yeah, just for the
22 record, defendants object to continuing this
23 deposition because we believe that this witness is
24 adequately prepared to testify on several, if not
25 all, of the topics he's been designated for, but

1 it's your deposition, plaintiff, so we won't stand
2 in the way.

3 MR. WAREHAM: Thank you. I
4 appreciate it. And so I'm going to excuse you, Mr.
5 Crunk.

6 We can go off the record and we'll
7 just take the next witness. I appreciate it.
8 Thank you.

9 THE VIDEOGRAPHER: This concludes
10 this portion of today's proceedings. The time is
11 12:32. We're off the record.

12 (The deposition was concluded at
13 12:32 p.m.)

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1 I, MICHAEL CRUNK, do hereby certify that I have
2 read the foregoing transcript and that the same and
3 accompanying amendment sheets, if any, constitute a true
4 and complete record of my testimony.

5

6

7

8

Signature of Deponent

9

() No Amendments

10

() Amendments Attached

11

Acknowledged before me this

12

_____ day of _____, 2025.

13

Notary Public: _____

14

My commission expires _____

15

Seal:

16

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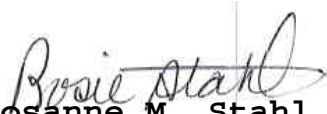
25

REPORTER CERTIFICATE

I, ROSANNE M. STAHL, Shorthand Reporter and Notary Public within and for the State Of Colorado, do hereby certify that previous to the Commencement of the testimony, the said JOSEPH BURGHARD was sworn by me to testify to the truth in Relation to the matters in controversy between the Said parties so far as he should be interrogated Concerning the same; that the said deposition was Taken in stenograph by me at the time and place Aforesaid and was thereafter reduced to typewritten Form; that the foregoing is a true and correct Transcript of my stenographic notes thereof; and That Deposition Exhibit 1 was marked and used in The interrogation.

I further certify that I am not Employed by, related to, nor counsel for any of the Parties herein, nor otherwise interested in the Event of this action.

IN WITNESS WHEREOF, I have affixed My signature and seal this 7th day of May, 2025.


Rosanne M. Stahl
Notary Public

MY COMMISSION EXPIRES: 04/13/26.

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3
4 May 7, 2025

5 Katrina M. Seeman, Esq.
950 Pennsylvania Avenue NW
Washington, DC 20530

6
7 Re: 30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION
OF UNITED STATES AIR FORCE OFFICE OF SPECIAL
INVESTIGATIONS BY MICHAEL CRUNK
8 Roe v. United States of America
Civil Action No. 5:22-CV-00869-JKP-HJB

9
10 The aforementioned deposition is ready for reading and
signing. Please attend to this matter by following BOTH
of the items indicated below:

11 _____ Call 303-296-0017 and arrange with us to read
12 and sign the deposition in our office.

13 _XXX_ Have the deponent read your copy and sign
the signature page and amendment sheets, if
14 applicable; the signature page is attached.

15 _____ Read the enclosed copy of the deposition and
sign the signature page and amendment
16 sheets, if applicable; the signature page is
attached.

17 _XXX_ WITHIN 30 DAYS OF THE DATE OF THIS LETTER

18 _____ By _____ due to a trial date of _____

19
20 Please be sure the original signature page and amendment
sheets, if any, are SIGNED BEFORE A NOTARY PUBLIC and
returned to AB Litigation Services for filing with the
21 original deposition. A copy of these changes should also
be forwarded to counsel of record. Thank you.

22 AB LITIGATION SERVICES

23
24 cc: All Counsel

25

1 AB LITIGATION SERVICES
216 - 16th Street, Suite 600
2 Denver, Colorado 80202

3

4

5

6

30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION
OF UNITED STATES AIR FORCE OFFICE OF SPECIAL
INVESTIGATIONS BY MICHAEL CRUNK

7

April 24, 2025

8

Roe v. United States of America
Civil Action No. 5:22-CV-00869-JKP-HJB

9

10 The original deposition was filed with
11 Jason R. Wareham, Esq., on approximately the
12 7th day of May, 2025.

13 _____ Signature waived.

14 _____ Signature not requested

15 _____ Unsigned; signed signature page and
16 amendment sheets, if any, to be filed at
trial.

17 _XXX_ Unsigned; original amendment sheets and/or
18 signature pages should be forwarded to AB
Litigation Services to be filed in the envelope
19 attached to the sealed original.

20

21

Thank you.

22 AB LITIGATION SERVICES

23 cc: All Counsel

24

25

- AMENDMENT SHEET -

30(b)(6) VIDEOCONFERENCE AND VIDEO DEPOSITION
OF UNITED STATES AIR FORCE OFFICE OF SPECIAL
INVESTIGATIONS BY MICHAEL CRUNK

April 24, 2025

Roe v. United States of America

Civil Action No. 5:22-CV-00869-JKP-HJB

The deponent wishes to make the following changes in the
testimony as originally given:

Page	Line	Should Read	Reason
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_____	_____	_____	_____

Signature of Deponent: _____

Acknowledged before me this ____ day of

_____, 2025.

(seal)

Notary's signature _____

My commission expires _____.

From: WHITMAN, WILLIAM S DO-03 USAF AFMC AFRL/RIJ [william.whitman.1@us.af.mil]
Sent: 8/31/2020 12:37:59 PM
To: MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA [tanya.macrina@us.af.mil]
CC: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA [thomas.parisi.1@us.af.mil]; MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX [john.marx.2@us.af.mil]; MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO [william.mcveigh.1@us.af.mil]
Subject: RE: Government/Contractor Role - Excalibur

I'll have to pull this apart today Tanya but I'll get back with you asap.

Bill

William S. Whitman
 Acquisition Attorney
 Air Force Research Lab, Information Directorate
 Rome, NY
 No phone available.

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From: MACRINA, TANYA M CIV USAF AFMC AFRL/RIGA <tanya.macrina@us.af.mil>
Sent: Monday, August 24, 2020 2:06 PM
To: WHITMAN, WILLIAM S DO-03 USAF AFMC AFRL/RIJ <william.whitman.1@us.af.mil>
Cc: PARISI, THOMAS J CIV USAF AFMC AFRL/RIGA <thomas.parisi.1@us.af.mil>; MARX, JOHN T CIV USAF ACC 16 AF/AFRL/RIG/OL-SATX <john.marx.2@us.af.mil>; MCVEIGH, WILLIAM M Capt USAF AFMC AFLCMC/HNCO <william.mcveigh.1@us.af.mil>
Subject: Government/Contractor Role - Excalibur

Hi Bill,

I was asked to participate in a meeting this morning (8/24/20) and now we need to request your expertise/advice/recommended way forward.

We have a person that is currently a NSA employee (at least for another two weeks) as well as a subcontractor to Global InfoTek (GITI) (working for GITI outside of NSA hours). This person does NOT work classified matters for the prime contractor (GITI). Therefore there is no DD254/SCI nomination under the Excalibur contract/etc...

We (AFLCMC/AFRL) are trying to figure out if there is a COI situation and/or a "Double Dipping" violation.

*Dr. Paul Roysdon is the Chief/Lead Data Scientist for NSA-Texas. In this capacity, he is tasked with building a data science team, training and equipping them with the tools they need to solve mission problems in Enterprise Discovery Operations.

*Dr. Paul Roysdon is also a subcontractor to Global InfoTek for an effort that is funded by AFLCMC. In this capacity, he is assisting with mathematical calculations in furtherance of its cyber-related mission. He would serve as a subcontractor to the prime.

*Dr. Paul Roysdon indicates that his official responsibilities with the NSA are NOT related to the work that he does for the prime contractor (GITI).

Areas of concern/and review by an Attorney at NSA (██████████ A ██████████ R ██████████) were:

1. Financial Conflict of Interest Statute – prohibit Dr. Roysdon from personally and substantially participating in his official Government duties on any particular matter that may affect an entity with which you have an outside business relationship, such as the prime contractor.
2. 18 U.S.C SS 205 – prohibits Dr. Roysdon from personally representing any other person (including companies) – with or without compensation – before a federal department, agency, or employee.
3. 18 U.S.C SS 203 – prohibits Dr. Roysdon from receiving compensation that comes from the representation by others before a government department or agency on any matter in which the United States is a party or has a substantial interest.

It has been stated that the OGC reviewed his situation and has concurred that Dr. Paul Roysdon has not violated any laws or statutes.

The situation here – is that Dr. Roysdon has given classified briefings on the status of the effort that GITI is getting paid to do under the Excalibur task order – in his NSA role. As well as, he has been getting paid by GITI since April 2019 to work unclassified effort for Excalibur, while working NSA tasking.

Can you assist in helping us understand if there are any issues/concerns here? Has Dr. Roysdon violated any laws or statutes that you see? As the contracting agency – I thought it would be our job to make a call on this.

Speaking to the AFLCMC PSO – we both agreed there is not a security incident – but potentially a contractual issue, or potentially false pretenses if he did not disclose his government employment to Global InfoTek. (I have sent an email to GITI requesting information on Dr. Roysdon's subcontract).

I hope I have laid out the scenario correctly – I am happy to provide further information as I have it.

V/r,
Tanya

Tanya M. Macrina, DR-III, DAF
Cyber Assurance Branch
Air Force Research Laboratory
Comm: 315-330-4715 (DNS: 587-4715)
Email: Tanya.Macrina@us.af.mil
SIPR: Tanya.M.Macrina.civ@mail.smil.mil
JWICS: Tanya.Macrina@af.ic.gov

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